

# **EXHIBIT A**

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 10 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

11 MARINA GOLDEN, an individual,

12 Plaintiff,

13 vs.

14 SANOFI-AVENTIS U.S., LLC, a Delaware  
 15 Corporation; BOEHRINGER INGELHEIM  
 16 PHARMACEUTICALS, INC., a Delaware  
 17 Corporation; GLAXOSMITHKLINE, LLC, a  
 18 Delaware Limited Liability Company; PFIZER,  
 19 INC., a Delaware Corporation; CVS PHARMACY,  
 20 INC., a Delaware Corporation; THE KROGER CO.,  
 21 an Ohio Corporation; WALGREEN CO., an Illinois  
 22 Corporation; WALMART INC., an Arkansas  
 23 Corporation; ALBERTSONS COMPANIES, INC.,  
 24 a Delaware Corporation; RITE AID  
 25 CORPORATION, a Pennsylvania Corporation;  
 26 AXMINSTER MEDICAL GROUP, INC., a  
 27 California Corporation, and DOES 1-10, inclusive.

28 Defendants.

CASE NO. **21STCV41533**

**COMPLAINT**

**JURY TRIAL DEMANDED**

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1 Plaintiff, Ms. Marina Golden (“Plaintiff”), alleges the following based on information and  
2 belief:

3 **I. INTRODUCTION**

4 1. This case concerns personal injuries suffered by Plaintiff as a result of ranitidine, the  
5 active ingredient in Zantac (“Ranitidine-Containing Drugs”), which had been used to treat heartburn,  
6 upset stomach and ulcers since the early 1980’s until April 1, 2020 when the U.S. Food and Drug  
7 Administration (“FDA”) recalled all Ranitidine-Containing Drugs based on scientific evidence of a  
8 contaminant known as N-Nitrosodimethylamine (or “NDMA”), a human carcinogen, in the  
9 Ranitidine-Containing Drugs.

10 2. Plaintiff has been diagnosed with breast cancer because of ingesting carcinogenic  
11 Ranitidine-Containing Drugs due to Defendants’ willful misconduct and gross dereliction of duty.

12 3. Had she known that Ranitidine-Containing Drugs would wreak such havoc to her  
13 body, Plaintiff would not have purchased or ingested any Ranitidine-Containing Drug.

14 4. Plaintiff seeks redress to compensate her for her injuries and to strongly deter the type  
15 of misconduct that caused to the damages she has and will continue to suffer.

16 **II. PARTIES**

17 **A. Plaintiff**

18 5. Plaintiff is a citizen of California and has resided in Los Angeles County, California  
19 at all relevant times.

20 6. Plaintiff consumed over-the-counter Zantac (150 mg) from approximately the mid-  
21 1980’s through 2017 to treat upset stomach and acid reflex on an as-needed basis. More specifically,  
22 from 2014 – 2017, Plaintiff consumed over-the-counter Zantac (150 mg) to treat severe stomach  
23 issues during her cancer chemotherapy treatments.

24 7. Plaintiff purchased her Ranitidine-Containing Drugs from various retailers in and  
25 around Los Angeles County, California, including Albertson’s, CVS Pharmacy, Rite Aid, Kroger,  
26 Walmart, and Walgreens.

27 8. As a direct and proximate result of ingesting carcinogenic Ranitidine-Containing  
28

1 Drugs due to Defendants' willful misconduct and gross dereliction of duty, Plaintiff was diagnosed  
2 with breast cancer in 2014.

3 9. Plaintiff would not have purchased, nor ingested Ranitidine-Containing Drugs had  
4 she known of the hazards associated with the human consumption of Ranitidine-Containing Drugs.

5 10. Plaintiff is informed and believes that as a direct and proximate result of Plaintiff's  
6 ingestion and/or exposure to Ranitidine-Containing Drugs distributed and supplied by Defendants,  
7 Plaintiff experienced conscious pain and suffering and bodily impairment, including, but not limited  
8 to breast cancer. To address the adverse physical effects and damage from Plaintiff's exposure to  
9 Ranitidine-Containing Drugs, Plaintiff required hospitalizations, in-patient surgeries, and other  
10 medical treatment.

11 11. Plaintiff suffered special damages including, but not limited to, medical expenses  
12 and loss of earnings. Additionally, Plaintiff suffered general damages including, but not limited to,  
13 pain and suffering, mental anguish, and loss of enjoyment of life.

14 **B. Manufacturer Defendants**

15 12. Defendants are collectively composed of entities that designed, manufactured, tested,  
16 marketed, labeled, packaged, handled, distributed, stored, and/or sold Ranitidine-Containing Drugs  
17 under the brand name Zantac. Defendants sold or otherwise made available ranitidine in the following  
18 forms: injection, syrup, granules, tablets and/or capsules.

19 13. Each defendant below regularly conducts business in the state of California, and its  
20 Ranitidine-Containing Drugs have been placed in the stream of commerce to be sold in California  
21 retail locations, including those located in Los Angeles.

22 14. Plaintiff ingested and/or was exposed to Ranitidine-Containing Drugs under the  
23 brand name Zantac from each of the manufacturers identified below.

24 **1. Defendant Sanofi**

25 15. Defendant Sanofi-Aventis U.S. LLC is a Delaware limited liability company with its  
26 principal place of business located at 55 Corporate Drive, Bridgewater, New Jersey 08807. Sanofi-  
27 Aventis U.S. LLC's sole member is Sanofi U.S. Services, Inc., a Delaware corporation with its  
28

1 principal place of business in New Jersey. Sanofi-Aventis U.S. LLC is a citizen of Delaware and  
2 New Jersey.

3 16. Sanofi US Services Inc. is a Delaware corporation with its principal place of business  
4 located at 55 Corporate Drive, Bridgewater, New Jersey 08807. Sanofi US Services Inc. is a citizen  
5 of Delaware and New Jersey.

6 17. Sanofi S.A. is a corporation formed and existing under the laws of  
7 France, having a principal place of business at 54 Rue La Boetie, 8th Arrondissement, Paris, France  
8 75008. Sanofi S.A. is a citizen of France.

9 18. Sanofi-Aventis U.S. LLC and Sanofi US Services Inc. are subsidiaries of Sanofi  
10 S.A.

11 19. Chattem, Inc. is a Tennessee corporation with its principal place of business located at  
12 1715 West 38th Street Chattanooga, Tennessee 37409. Chattem is a citizen of Tennessee. Chattem  
13 is a wholly owned subsidiary of French corporation Sanofi S.A.

## 14 **2. Defendant Boehringer**

15 20. Defendant Boehringer Ingelheim Pharmaceuticals, Inc. is a Delaware corporation  
16 with its principal place of business located at 900 Ridgebury Road, Ridgefield, Connecticut 06877.  
17 Defendant Boehringer Ingelheim Pharmaceuticals, Inc. is a citizen of Delaware and Connecticut.

18 21. Boehringer Ingelheim Corporation is a Nevada corporation with its principal place of  
19 business located at 900 Ridgebury Road, Ridgefield, Connecticut 06877. Defendant Boehringer  
20 Ingelheim Corporation is a citizen of Nevada and Connecticut.

21 22. Boehringer Ingelheim USA Corporation is a Delaware corporation with its principal  
22 place of business located at 900 Ridgebury Rd., Ridgebury, Connecticut 06877. Boehringer Ingelheim  
23 USA Corporation is a citizen of Delaware and Connecticut.

24 23. Boehringer Ingelheim International GmbH is a limited liability company formed and  
25 existing under the laws of Germany, having a principal place of business at Binger Strasse 173, 55216  
26 Ingelheim AM Rhein, Rheinland-Phalz, Germany. Boehringer Ingelheim International GmbH is a  
27 citizen of Germany.

1           24.     Boehringer Ingelheim Pharmaceuticals, Inc. is a direct or indirect subsidiary of  
2     Boehringer Ingelheim Corporation and Boehringer Ingelheim USA Corporation, which are wholly  
3     owned, directly, or indirectly, by Boehringer Ingelheim International GmbH. Collectively, these  
4     entities shall be referred to as “Boehringer Ingelheim.”

5           25.     Boehringer Ingelheim Promeco, S.A. de C.V. is a foreign corporation organized and  
6     existing under the laws of Mexico with its principal place of business located at Maiz No. 49, Barrio  
7     Xaltocan, Xochimilco, Ciudad de Mexico, 16090 Mexico. Boehringer Ingelheim Promeco, S.A. de  
8     C.V. is a citizen of Mexico.

9                     **3.     Defendant GSK**

10          26.     Defendant GlaxoSmithKline LLC, a Delaware limited liability company,  
11     has its principal place of business at Five Crescent Drive, Philadelphia,  
12     Pennsylvania, 19112. GlaxoSmithKline LLC’s sole member is GlaxoSmithKline (America)  
13     Inc., a Delaware corporation with its principal place of business in that state. GlaxoSmithKline  
14     LLC is a citizen of Delaware.

15          27.     Defendant GlaxoSmithKline (America) Inc. is a Delaware corporation with  
16     its principal place of business located at 1105 N. Market Street, Suite 622, Wilmington,  
17     Delaware 19801. Defendant GlaxoSmithKline (America) Inc. is a citizen of Delaware.

18          28.     GlaxoSmithKline plc is a public limited company formed and existing under the laws  
19     of the United Kingdom, having a principal place of business at 980 Great West Road, Brentford  
20     Middlesex XO, TW8 9GS, United Kingdom. GlaxoSmithKline plc is a citizen of the United  
21     Kingdom.

22          29.     GlaxoSmithKline LLC and GlaxoSmithKline (America) Inc. are subsidiaries of  
23     GlaxoSmithKline plc.

24          30.     Ranitidine’s origins trace to Allen & Hanbury’s Ltd., who was awarded a patent that  
25     covered the ranitidine molecule from the U.S. Patent and Trademark Office in December 1978.  
26     Allen & Hanbury, Ltd. was a subsidiary of Glaxo Labs, Ltd. during this period. The FDA granted  
27     approval to Glaxo Holdings, Ltd. in 1983 to sell Zantac to the United States.



1                               **4. Defendant Pfizer**

2               31. Defendant Pfizer Inc. ("Pfizer") is a Delaware corporation with its principal place  
3 of business located at 235 East 42nd Street, New York, New York 10017. Pfizer is a citizen of  
4 Delaware and New York.

5                               **C. Retailers Defendants**

6                               **1. CVS**

7               32. Defendant CVS Pharmacy, Inc. ("CVS") is a Delaware corporation with its principal  
8 places of business located at One CVS Drive, Woonsocket, Rhode Island 02895. Defendant CVS is  
9 a citizen of Delaware and Rhode Island.  
10

11              33. In 2015, CVS Health Corporation acquired Target Corporation's pharmacies and  
12 clinics. CVS defined herein includes any current or former Target Corporation pharmacy.

13              34. On November 28, 2018, CVS Health completed the acquisition of Aetna.

14              35. CVS/pharmacy acquired Longs Drugs Stores Corporation in 2008. Longs Drug  
15 Stores Corporation was incorporated in Maryland on May 24, 1985 as successor to Longs Stores.  
16 Longs Stores was incorporated in 1946 in California, and its principal place of business was 141  
17 North Civic Drive, Walnut Creek, California 94596.  
18

19              36. Longs Drugs Stores Corporation's principal subsidiaries were Longs Drugs Stores  
20 California, Inc. and RXAmerica, LLC.  
21

22              37. RXAmerica, LLC provides pharmacy benefit management services. CVS acquired  
23 RxAmerica, LLC on October 20, 2008.

24              38. At all relevant times, Plaintiff regularly purchased and ingested Ranitidine-Containing  
25 Drugs from CVS and Longs Drugs Stores locations in California, including stores in Los Angeles.

26 //

27 //

1                               **2. Kroger**

2           39. Defendant the Kroger Co. is an Ohio corporation with its principal place of business  
3 located at 1014 Vine Street, Cincinnati, Ohio 45202. The Kroger Co. is a citizen of Ohio.

4           40. Smith's Food and Drug Centers, Inc. is an Ohio corporation with its principal place of  
5 business located at 1014 Vine Street, Cincinnati, Ohio 45202. Smith's Food and Drug Centers, Inc.  
6 is a citizen of Ohio.

7           41. Fred Meyer Stores, Inc. is an Ohio corporation with its principal place of business  
8 located at 3800 SE 22nd Avenue, Portland, Oregon 97202. Fred Meyer Stores, Inc. is a citizen of  
9 Ohio and Oregon.

10          42. Smith's Food and Drug Centers, Inc. and Fred Meyer Stores, Inc. are subsidiaries of  
11 the Kroger Co.

12          43. At all relevant times, Plaintiff purchased and ingested, or was otherwise exposed, to  
13 Ranitidine-Containing Drugs from Kroger Co. and/or its subsidiaries' locations in California,  
14 including stores in Los Angeles.

15                               **3. Walgreens**

16           44. Defendant Walgreen Co. is a Delaware corporation with its principal place of  
17 business located at 108 Wilmot Road, Deerfield, Illinois 60015. Walgreen Co. is a citizen  
18 of Delaware and Illinois.  
19

20           45. Defendant Duane Reade, Inc. is a Delaware corporation with its principal place  
21 of business located at 108 Wilmot Road, Deerfield, Illinois 60015. Duane Reade, Inc. is a  
22 citizen of Delaware and Illinois.  
23

24           46. Defendant Walgreens Boots Alliance, Inc. is a Delaware corporation with its  
25 principal place of business located at 108 Wilmot Road, Deerfield, Illinois 60015.  
26 Walgreens Boots Alliance is a citizen of Delaware and Illinois.  
27

1 47. Walgreen Co. and Duane Reade, Inc. are subsidiaries of Walgreens Boots Alliance.

2 48. Plaintiff purchased and ingested Ranitidine-Containing Drugs from Walgreen Co.  
3 and/or its subsidiaries in California, including stores in Los Angeles at all relevant times.

4 **4. Walmart**

5 49. Defendant Walmart Inc. f/k/a Wal-Mart Stores, Inc. is a Delaware corporation with its  
6 principal place of business located at 702 SW 8th Street, Bentonville, Arkansas 72716. Walmart Inc.  
7 is a citizen of Delaware and Arkansas.

8  
9 50. At all relevant times, Plaintiff purchased and ingested Ranitidine-Containing Drugs  
10 from pharmacies at Walmart locations in California, including stores in Los Angeles.

11 **5. Albertson's**

12 51. Defendant Albertson's Companies, Inc. is a Delaware corporation with its principal place  
13 of business located at 132 E. Lake Street, McCall, Idaho 83638. Albertson's is a citizen of Delaware  
14 and Idaho.

15  
16 52. Safeway, Inc. is a Delaware corporation with its principal place of business located at  
17 5918 Stoneridge Mall Road, Pleasanton, California 94588. Safeway, Inc. is a citizen of Delaware  
18 and California.

19 53. Safeway, Inc. is a subsidiary of Albertson's.

20 54. At all relevant times, Plaintiff purchased, purchased, ingested, or was otherwise  
21 exposed to Ranitidine-Containing Drugs from Albertson's or Safeway locations in California,  
22 including stores in Los Angeles.

23  
24 **6. Rite Aid**

25 55. Defendant Rite Aid Corporation ("Rite Aid") is a Delaware corporation with its  
26 principal place of business located at 30 Hunter Lane, Camp Hill, Pennsylvania 17011. Rite Aid  
27 is a citizen of Delaware and Pennsylvania.

1           56.     At all relevant times, Plaintiff purchased, ingested, or was otherwise exposed to  
2     Ranitidine-Containing Drugs from Rite Aid locations in California, including stores in Los Angeles.

3           **D.   Axminster Medical Group, Inc.**

4  
5           57.     Defendant Axminster Medical Group, Inc. (“Axminster”) is a California Corporation  
6     with a principal place of business located at 21311 Madrona Ave, Ste 101, Torrance, CA 90503.

7           58.     Plaintiff sought medical treatment from one or more doctors at Axminster from the  
8     early 1980’s to late 1980’s and/or early 1990’s.

9           59.     During the course of Plaintiff’s treatment at Axminster, one or more doctors  
10    recommended that she take over the counter Zantac to treat upset stomach and acid reflux.

11           60.     Plaintiff first began ingesting Ranitidine-Containing Drugs as a result of one or more  
12    doctors at Axminster advising and/or recommending that Plaintiff take over-the-counter Zantac to  
13    treat stomach issues. Plaintiff began taking over the counter Zantac because she relied on the level of  
14    skill, knowledge, and care of the medical practitioners at Axminster in offering medical advice.

15           61.     The true names or capacities, whether individual, corporate, associate or otherwise of  
16    defendants, DOES 1 through 10, inclusive, are unknown to Plaintiff who therefore sues said DOE  
17    defendants by such fictitious names.  
18

19           62.     Plaintiff is informed and believes, and thereon alleges that each of the defendants  
20    designated herein as a DOE is responsible for the unlawful acts as herein alleged, and Plaintiff will  
21    request leave of the Court to amend this complaint to show its true names and capacities when the  
22    same have been ascertained.  
23

24           63.     Plaintiff is informed and believes, and thereon alleges that at all times herein  
25  
26  
27  
28

1 mentioned, Defendants, and each of them, were the agents, servants, and employees each of the  
 2 other, acting within the course and scope of said agency and employment, with the full knowledge  
 3 and consent of each of the Defendants. Each of the acts and/or omissions alleged herein were  
 4 made known to and ratified by each of the Defendants (including any DOE defendant).  
 5

6 64. Defendant and each and every DOE Defendant shall be referred to collectively as  
 7 “Defendants” hereafter.

### 8 **III. JURISDICTION AND VENUE**

9 65. This Court has jurisdiction over all causes of action asserted herein, and the amount  
 10 in controversy exceeds the jurisdictional minimum of this Court.

11 66. Defendants caused tortious injury by acts and omissions in this judicial jurisdiction  
 12 and caused tortious injury in this jurisdiction by acts and omissions outside this jurisdiction while  
 13 regularly doing and soliciting business, engaging in a persistent course of conduct, and deriving  
 14 substantial revenue from goods used or consumed and services rendered in this jurisdiction.

15 67. Defendants, and each of them, are subject to the jurisdiction of this Court by virtue of  
 16 their dealings and transactions in Los Angeles County and by having caused injuries through their  
 17 acts and omissions within this County to render the exercise of jurisdiction by this Court permissible  
 18 under traditional notions of fair play and substantial justice.

19 68. Venue is proper in this Court because the injury and damage to Plaintiff occurred  
 20 within Los Angeles County. California Code of Civ. Proc. § 395(a).

21 69. Plaintiff seeks relief that is in the jurisdictional limits of the Court.

### 22 **IV. FACTUAL BACKGROUND**

#### 23 **A. Brief History of Ranitidine and Zantac**

24 70. Scientist John Bradshaw originally discovered and developed Zantac (ranitidine) on  
 25 behalf of GSK in 1976.

26 71. Zantac has been sold to consumers since the early 1980’s, first by prescription and  
 27 later as an over-the-counter (“OTC”) medication.

1           72.     The drug is in a class of medications called histamine H2-receptor antagonists (or H2  
2 blockers). H2 blockers decrease the amount of acid produced by cells in the lining of the stomach.

3           73.     Cimetidine (Tagamet), discovered and developed by Smith, Kline and French<sup>2</sup>, was  
4 the first H2 blocker to be developed and is the prototypical histamine H2 receptor antagonist. The  
5 later members of the class were developed from Tagamet. Specifically, Zantac was developed by  
6 GSK in response to the success of cimetidine.

7           74.     In 1983, the FDA approved the sale of prescription Zantac, (NDA 18-703), and Zantac  
8 quickly became one of GSK's most successful products. Zantac was the first prescription drug in  
9 history to reach \$1 billion in sales.

10          75.     Beginning in 1995, the FDA approved the sale of various forms of OTC Zantac.

11          76.     GSK's patent on the original prescription Zantac product expired in 1997, allowing  
12 generic manufacturers to sell prescription ranitidine to consumers.

13          77.     The FDA approved numerous generic manufacturers for the sale of prescription and  
14 OTC ranitidine.

15          78.     Even after the entry of generic competition, brand name manufacturers continued to  
16 sell prescription and OTC Zantac.

17          79.     The joint venture between GSK and Warner-Lambert ended in 1998, with Warner-  
18 Lambert retaining control over the sale of OTC Zantac in the United States and GSK retaining control  
19 over the sale of prescription Zantac in the United States.

20          80.     Pfizer acquired Warner-Lambert in 2000 and took control of the sale of OTC Zantac  
21 in the United States.

22          81.     Johnson & Johnson and Pfizer sold the United States rights to OTC Zantac to  
23 Boehringer Ingelheim in 2006.

24          82.     The right to sell OTC Zantac in the United States later passed to Sanofi.

25          83.     In 2017, Boehringer Ingelheim sold the rights to OTC Zantac to Sanofi pursuant to a  
26 Sales Purchase Agreement. As part of this deal, Sanofi obtained control and responsibility over  
27 Boehringer Ingelheim's entire consumer healthcare business, including the OTC Zantac NDAs.  
28

1 However, Boehringer Ingelheim continued to manufacture all drugs subject to the SPA, including  
 2 Zantac.

3 84. When GSK's and Pfizer's patent on the original OTC Zantac product expired, generic  
 4 manufacturers could sell OTC ranitidine to consumers.

5 85. Sanofi controlled the NDAs for OTC Zantac and marketed, distributed, and sold  
 6 Zantac in the United States from January 2017, until the FDA issued a recall in 2019.

### 7 **B. The FDA Recall**

8 86. On April 1, 2020, the FDA requested the voluntary withdrawal of all Ranitidine-  
 9 Containing Drugs from the market after it began reviewing the safety of ranitidine, with specific  
 10 focus on the presence of NDMA.

### 11 **C. The Dangers of NDMA**

12 87. The U.S. Department of Health and Human Services ("DHHS") that NDMA is  
 13 reasonably anticipated to be a human carcinogen.<sup>1</sup>

14 88. The high levels of NDMA produced by Zantac are inherent to the molecular structure  
 15 of ranitidine, the active ingredient in Zantac. The ranitidine molecule contains both a nitrite and DMA  
 16 group which are well known to combine to form NDMA. Ranitidine produces NDMA by "react[ing]  
 17 with itself," such that every dosage of ranitidine exposes consumers to NDMA.

18 89. According to the U.S. Environmental Protection Agency ("EPA"), "NDMA is a semi  
 19 volatile organic chemical that forms in both industrial and natural processes[.]"<sup>2</sup> It is one of the  
 20 simplest members of a class of N-nitrosamines, a family of potent carcinogens. Scientists have long  
 21 recognized the dangers that NDMA poses to human health.

22 90. Both the EPA and the IARC classify NDMA as a probable human carcinogen.<sup>3</sup>  
 23 Further, in 1978, IARC stated that NDMA "should be regarded for practical purposes as if it were

24  
 25  
 26 <sup>1</sup> U.S. Env'tl Prot. Agency, Technical Fact Sheet – N-Nitroso-dimethylamine (NDMA) (Nov. 2017),  
[https://www.epa.gov/sites/production/files/2017-10/documents/ndma\\_fact\\_sheet\\_update\\_9-15-17\\_508.pdf](https://www.epa.gov/sites/production/files/2017-10/documents/ndma_fact_sheet_update_9-15-17_508.pdf).

<sup>2</sup> *Id.*

27 <sup>3</sup> *Id.*; International Agency for Research on Cancer (IARC) - Summaries & Evaluations, N-  
 28 NITROSODIMETHYLAMINE (1978), <http://www.inchem.org/documents/iarc/vol17/n-nitrosodimethylamine.html>.

1 carcinogenic to humans.”<sup>4</sup>

2 91. The World Health Organization states that there is “conclusive evidence that NDMA  
3 is a potent carcinogen” and that there is “clear evidence of carcinogenicity.”<sup>5</sup>

4 **D. How Ranitidine Transforms into NDMA Within the Human Body**

5 92. The ranitidine molecule itself contains the constituent molecules to form NDMA.

6 93. Specifically, the O=N (Nitroso) on one side of the ranitidine molecule can combine  
7 with the H<sub>3</sub>C-N-CH<sub>3</sub> (DMA) on the other side to form NDMA.

8 94. The formation of NDMA by the reaction of DMA and a nitroso source (such as a  
9 nitrite) is well characterized in the scientific literature and has been identified as a concern for  
10 contamination of the U.S. water supply. In 2003, alarming levels of NDMA in drinking water  
11 processed by wastewater treatment plants were specifically linked to the presence of ranitidine.

12 95. Ranitidine leads to NDMA exposure in four ways: (a) formation of NDMA in the  
13 human digestive system; (b) formation of NDMA due to an enzymatic reaction throughout the human  
14 body; (c) formation of NDMA over time under normal storage conditions and that increases  
15 significantly when exposed to heat; and (d) formation of NDMA during manufacture.

16 **1. NDMA Forms in The Human Stomach**

17 96. When the ranitidine molecule is exposed to the acidic environment of the stomach,  
18 particularly when accompanied by nitrites (a chemical commonly found in heartburn-inducing  
19 foods), the Nitroso molecule (O=N) and the DMA molecule (H<sub>3</sub>C-N-CH<sub>3</sub>) break off and reform as  
20 NDMA.

21 97. In 1981, two years before the FDA approved Zantac, Dr. Silvio de Flora published the  
22 results of experiments he conducted on ranitidine in the well-known journal, The Lancet. When  
23 ranitidine was exposed to human gastric fluid in combination with nitrites, his experiment showed  
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26 <sup>4</sup> IARC, Monographs on the Evaluation of the Carcinogenic Risk of Chemicals to Humans, Some N-Nitroso  
Compounds, Vol. 17, 151-152 (May 1978) (Emphasis added.).

27 <sup>5</sup> WHO, Guidelines for Drinking-Water Quality, N-Nitrosodimethylamine (NDMA) (3d ed. 2008),  
[https://www.who.int/water\\_sanitation\\_health/dwq/chemicals/ndmasummary\\_2ndadd.pdf](https://www.who.int/water_sanitation_health/dwq/chemicals/ndmasummary_2ndadd.pdf). (Emphasis added.).



1 “toxic and mutagenic effects[.]”<sup>6</sup> Dr. Flora formed the hypothesis that these mutagenic effects could  
2 have been caused by the “formation of more than one nitroso derivative [which includes NDMA]  
3 under our experimental conditions.” *Id.* Dr. Flora cautioned that, concerning ranitidine ingestion, “it  
4 would seem prudent to ... suggest[] a diet low in nitrates and nitrites, by asking patients not to take  
5 these at times close to (or with) meals[.]” *Id.*

6 98. Notwithstanding Dr. Flora’s findings in 1981, GSK told the FDA in the early 1980’s  
7 that the nitrite would not likely be formed in the stomach because an unrealistically large amount of  
8 the nitrate needs to be present to form and maintain the nitrosamine. GSK even applied for and  
9 obtained an indication for OTC Zantac “[f]or the prevention of meal-induced heartburn at a dose of  
10 75 mg taken 30 to 60 minutes prior to a meal.”

11 99. Additionally, before Zantac was approved by the FDA, GSK admitted to the FDA that  
12 its own studies evidenced that ranitidine use caused the proliferation of bacteria in the human stomach  
13 known to convert nitrates to nitrites and elevated levels of nitrite in the stomach. While GSK did  
14 acknowledge that this could increase the risk of developing cancer, the risk was dismissed based on  
15 assumptions about human eating habits at that time.

16 100. Summarily, GSK knew—before Zantac hit the market —that ranitidine could react  
17 with nitrite in the human stomach to form NDMA, and that long-term use of ranitidine could result  
18 in elevated levels of nitrite in the human stomach.

19 101. In response to Dr. Flora’s findings, GSK conducted a clinical study in 1982  
20 (republished in 1987) that purportedly tested for NDMA. However, the gold-standard mass  
21 spectrometry to test for NDMA was not utilized to support GSK’s findings. Instead, GSK used a  
22 process that inefficiently measured N-nitrosamines. Even more telling, GSK failed to test the gastric  
23 samples that included ranitidine in them.

24 102. In 1983, Dr. Flora, along with four other researchers, published their complete findings  
25

26 \_\_\_\_\_  
27 <sup>6</sup> Silvio de Flora, *Cimetidine, Ranitidine and Their Mutagenic Nitroso Derivatives*, 318 THE LANCET 8253,  
28 993–94 (Oct. 31, 1981).

1 regarding the genotoxicity of ranitidine.<sup>7</sup> Dr. Flora's team "confirm[ed] our preliminary findings on  
2 the formation of genotoxic derivatives from nitrite and ranitidine[.]" emphasizing "the widespread  
3 clinical use [of ranitidine] and the possibility of a long-term maintenance therapy suggest the prudent  
4 adoption of some simple measures, such as a diet low in nitrates and nitrites or the prescription of  
5 these anti-ulcer drugs at a suitable interval from meals." *Id.*

6 103. The high instability of the ranitidine molecule was elucidated in multiple scientific  
7 studies investigating ranitidine as a source of NDMA in drinking water and specific mechanisms for  
8 the breakdown of ranitidine were proposed.<sup>8</sup> These studies underscore the instability of the NDMA  
9 group on the ranitidine molecule and its ability to form NDMA in the environment of water treatment  
10 plants which supply many American cities with water.

11 104. In 2016, researchers at Stanford University conducted an experiment by measuring the  
12 NDMA in urine of healthy individuals over the course of 24 hours and administering one dose of  
13 ranitidine, then measuring the NDMA in the urine of the same volunteers for another 24 hours.<sup>9</sup> The  
14 study found that the level of NDMA generally increased by a staggering 400 times.

15 105. The Stanford study clearly proved that unsafe levels of NDMA are formed in the  
16 human body as a result of ranitidine ingestion.

17 106. On September 9, 2019, Valisure LLC and ValisureRX LLC, a pharmacy and testing  
18 laboratory, filed a Citizen Petition calling for the recall of all Ranitidine-Containing Drugs due to  
19 scientific studies demonstrating that ranitidine can transform into the cancer-causing NDMA.

20 107. The results of Valisure's testing show levels of NDMA well above 2 million ng per  
21 150 mg Zantac tablet, as shown below in Table 1.

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<sup>7</sup> Silvio de Flora, *et al.*, *Genotoxicity of nitrosated ranitidine*, 4 CARCINOGENESIS 3, 255-60 (1983).

26 <sup>8</sup> Le Roux, *et al.*, *NDMA Formation by Chloramination of Ranitidine: Kinetics and Mechanism*, 46 Environ.  
27 Sci. Technol 20, 11095-103 (2012).

28 <sup>9</sup> Zeng, *et al.*, *Oral intake of ranitidine increases urinary excretion of N-nitrosodimethylamine*, 37  
CARCINOGENESIS 625-34 (2016).

| Table 1 — Ranitidine Samples Tested by Valisure Laboratory Using GC/MS Protocol |             |                      |
|---|-------------|----------------------|
| 150 mg Tablets or equivalent  | Lot #       | NDMA per tablet (ng) |
| Reference Powder*   | 125619      | 2,472,531            |
| Zantac, Brand OTC   | 18M498M     | 2,511,469            |
| Zantac (mint), Brand OTC  | 18H546      | 2,834,798            |
| Wal-Zan, Walgreens  | 79L80081 9A | 2,444,046            |
| Wal-Zan (mint), Walgreens   | 8ME2640     | 2,635,006            |
| Ranitidine, CVS   | 9BE2773     | 2,520,311            |
| Zantac (mint), CVS  | 9AE2864     | 3,267,968            |
| Ranitidine, Equate  | 9BE2772     | 2,479,872            |
| Ranitidine (mint), Equate   | 8ME2642     | 2,805,259            |
| Ranitidine, Strides   | 77024060A   | 2,951,649            |

108. Valisure's testing shows, on average, 2,692,291 ng of NDMA in one 150 mg Zantac tablet. Considering the FDA's permissible limit is 96 ng, this would put the level of NDMA at 28,000 times the legal limit. Smoking at least 6,200 cigarettes achieves the same levels of NDMA found in one 150 mg dose of Zantac.

109. On September 26, 2019, Walgreens, Walmart, Rite-Aid, and Apotex Corp.—makers of generic OTC ranitidine—voluntarily recalled all Ranitidine-Containing Drugs and removed the drugs from the shelves.

110. On September 28, 2019, CVS Health Corp. announced that it would terminate the sale of Zantac and its own generic Ranitidine-Containing Drugs due to concerns that it might contain a carcinogen.

111. Sanofi voluntarily recalled all brand-name OTC Zantac on October 18, 2019.

112. The results of Valisure's tests on ranitidine tablets in biologically relevant conditions illustrate significant NDMA formation under simulated gastric conditions with nitrite present.

113. Under biologically relevant conditions, when nitrites are present, high levels of NDMA are found in one dose of 150 mg Zantac, ranging between 245 and 3,100 times above the

1 FDA's permissible limit. One would need to smoke over 500 cigarettes to achieve the same levels of  
2 NDMA found in one dose of 150 mg Zantac at the 25 nanogram level (over 7,000 for the 50 nanogram  
3 level).

4 114. Assessed overall, the scientific data in literature demonstrates that the ingestion of  
5 ranitidine in the presence of human-relevant levels of nitrite in the stomach—a substance that is  
6 commonly found in foods that induce heartburn and that is known to be elevated in people taking  
7 ranitidine for longer than a month—the ranitidine molecule breaks down into levels of NDMA that  
8 would dramatically increase a person's risk of developing cancer

## 9 **2. Formation of NDMA in the Other Organs of Human Body**

10 115. Valisure's findings also identified a possible enzymatic mechanism for the liberation  
11 of ranitidine's DMA group via the human enzyme dimethylarginine dimethylaminohydrolase  
12 ("DDAH"), which can occur in other tissues and organs separate from the stomach.

13 116. Computational modelling demonstrates that ranitidine can readily bind to the DDAH-  
14 1 enzyme in a manner comparable to the natural substrate of DDAH-1 known as asymmetric  
15 dimethylarginine.

16 117. This is an indicator that the enzyme DDAH-1 increases formation of NDMA in the  
17 human body when ranitidine is present; therefore, the expression of the DDAH-1 gene is useful for  
18 identifying organs most susceptible to this action.

19 118. While DDAH-1 is most strongly expressed in the kidneys, it is broadly distributed  
20 throughout the body, including the liver, prostate, stomach, bladder, brain, colon, and prostate. This  
21 distribution offers both a general mechanism for NDMA formation in the human body from ranitidine  
22 and specifically causes concern for NDMA's effects on numerous organs, such as the bladder.

23 119. The possible enzymatic reaction of ranitidine to DDAH-1, or other enzymes, suggests  
24 that high levels of NDMA can form throughout the human body - ranitidine metabolizes and circulates  
25 throughout the human body, crossing the placental and blood-brain barrier, within 1-2 hours. When  
26 the ranitidine interacts with the DDAH-1 enzyme in various organs throughout the body, it breaks  
27 down into NDMA, as validated by the Stanford Study.

### 3. Formation of NDMA by Exposure to Heat and/or Time

120. As indicated in Valisure's September 2019 Citizen Petition to the FDA, the risk of creating NDMA by exposing ranitidine to heat is generally known and documented in the scientific community from the early 1980's.

121. In response to Valisure's Petition, on October 2, 2019, the FDA recommended that researchers use the LC-HRMS protocol for detecting NDMA in ranitidine because the contemporaneous "testing method does not use elevated temperatures" and has been proven capable of detecting NDMA.

122. In or about early 2020, Emery Pharma ran a series of tests on ranitidine using the FDA-recommended LC-HRMS protocol. During these tests, the researchers exposed ranitidine to 70 °C at different periods of time. The results showed that increasing levels of NDMA formed based on exposure to heat. The researchers cautioned (emphasis added):

**NDMA accumulates in ranitidine-containing drug products on exposure to elevated temperatures, which would be routinely reached during shipment and during storage.** More importantly, these conditions occur post-lot release by the manufacturer. Hence, **while NDMA levels in ranitidine may be acceptable at the source, they may not be so when the drug is purchased and subsequently at the time of consumption by the consumer.**

123. Given these facts, in conjunction with the historical data from the 1980s, it is evident that during normal transport and storage, and especially when exposed to heat, the ranitidine molecule systematically breaks down into cancer causing NDMA, accumulating over time in the finished product.

124. Considering ranitidine-containing products have an approved shelf life of 36 months, the possibility, and even likelihood, of the drug accumulating dangerously high levels of NDMA prior to consumption is unreasonably high.

### 4. Ranitidine Exposure Is Directly Linked to Cancer

125. In addition to studies examining how NDMA causes cancer in humans, researchers have also specifically linked ranitidine with cancer.

126. One epidemiology study, published in 2004, showed that men taking either ranitidine

1 or cimetidine (Tagamet) experienced increased risks of bladder cancer.<sup>10</sup>

2 127. In another comprehensive epidemiological study that examined various cancer risks  
3 and H2 blockers, including ranitidine, the data showed that ranitidine consumption increased the risk  
4 of prostate, lung, esophageal, pancreatic, and kidney cancer. Notably, the study also indicated that  
5 people under the age of 60 that took ranitidine were five times more likely to contract prostate cancer.

6 128. A study published in 2018 demonstrated an increased risk of liver cancer associated  
7 with use of ranitidine in comparison with other histamine type 2 receptor antagonists (H2RAs) in the  
8 class.<sup>11</sup>

9 129. Another study in 2018 found an increased risk in hepatocellular carcinoma associated  
10 with use of H2RAs.<sup>12</sup> The authors evaluated the risk of cancer in association with proton pump  
11 inhibitors and looked at H2RAs as a confounder. Even narrowed to consideration of use of H2RAs  
12 within one year of cancer diagnosis, the study showed an increased odds ratio associated with use of  
13 H2RAs and hepatocellular carcinoma, a type of liver cancer.

#### 14 **E. Defendants Knew or Should Have Known of the NDMA Risk**

15 130. Between 2014 and 2017, when Plaintiff purchased and ingested Ranitidine-Containing  
16 Drugs, Defendants knew or should have known that the weight of scientific evidence showed that  
17 Ranitidine-Containing Drugs exposed consumers to dangerous levels of NDMA.

18 131. Defendants failed to disclose this risk to consumers on the drug's label—or through  
19 any other means—and Defendants failed to report these risks to the FDA.

20 132. As early as 1981, scientific research was available that evidenced elevated rates of  
21 NDMA. This was known or should have been known by the Defendants when they began marketing,  
22 promoting, labelling, and selling Ranitidine-Containing Drugs.

23 133. Defendants concealed the dangerous hazards of ingesting Zantac and Ranitidine-

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25 <sup>10</sup> D. Michaud, et al, *Peptic Ulcer Disease and the Risk of Bladder Cancer in a Prospective Study of Male Health Professionals*, 13 CANCER EPI. BIOMARK. & PREV. 250-54, 252 (Feb. 2004).

26 <sup>11</sup> Kim Tu Tran,, et al., *Proton pump inhibitor and histamine-2 receptor antagonist use and risk of liver cancer in two population-based studies*, 48 ALIMENTARY PHARMA & THERAP 1, 55-64 (2018).

27 <sup>12</sup> Shao, Y-HJ, et al., *Association between proton pump inhibitors and the risk of hepatocellular carcinoma*, 48 ALIMENTARY PHARMA & THERAP 4, 460-68 (2018).

1 Containing Drugs from consumers by neglecting to report it to the FDA, which in turn relies on  
2 manufacturers (and testing laboratories) to bring new information about approved drugs.

3 134. Manufacturers of an approved drug are required by regulations to submit an annual  
4 report to the FDA containing, among other things, new information regarding the drug's safety  
5 pursuant to 21 C.F.R. § 314.81(b)(2):

6 The report is required to contain . . . [a] brief summary of significant new information from  
7 the previous year that might affect the safety, effectiveness, or labeling of the drug product.  
8 The report is also required to contain a brief description of actions the applicant has taken or  
intends to take as a result of this new information, for example, submit a labeling  
supplement, add a warning to the labeling, or initiate a new study.

9 135. 21 C.F.R. § 314.81(b)(2)(v) provides:

10 The manufacturer's annual report also must contain copies of unpublished reports and  
11 summaries of published reports of new toxicological findings in animal studies and in vitro  
12 studies (e.g., mutagenicity) conducted by, or otherwise obtained by, the [manufacturer]  
concerning the ingredients in the drug product.

13 136. Defendants ignored these regulations and, disregarding the scientific evidence  
14 available to them, did not report to the FDA significant new information affecting the safety or  
15 labeling of Ranitidine-Containing Drugs.

16 137. Knowledge regarding the risk of NDMA in ranitidine was sufficiently accessible in  
17 publicly available scientific literature that any maker or distributor, consistent with their heightened  
18 obligations to ensure the safety of their products, should have known about the potential NDMA risks  
19 associated with ranitidine consumption.

20 138. Defendants failed to warn the public and failed to conduct and/or publish and share  
21 relevant studies or testing with the FDA and scientific community concerning the link between  
22 NDMA and Ranitidine-Containing Drugs.

23 139. Defendants also knew that they are required by federal law to store, warehouse, and  
24 distribute pharmaceutical drugs in accordance with current "Good Manufacturing Practices"  
25 ("GMPs") to ensure they meet safety, quality, purity, identity, and strength standards. *See* 21 U.S.C.  
26 § 351(a)(2)(B).

27 140. 21 C.F.R. § 211.142(b) states that the GMPs required that warehousing of drug  
28



1 products shall be performed to ensure “[s]torage of drug products under appropriate conditions of  
2 temperature, humidity, and light so that the identity, strength, quality, and purity of the drug products  
3 are not affected.” Stated differently, Defendants had a duty and were obligated to safely store, handle,  
4 and warehouse Ranitidine-Containing Drugs.

5 141. The FDA’s own testing demonstrated the following rudimentary facts that would have  
6 helped reduce the hazards of Ranitidine-Containing Drugs had Defendants invested their profits into  
7 testing and research: (a) improper storage of Ranitidine-Containing Drugs has resulted in extremely  
8 high levels of NDMA; (b) NDMA can increase in Ranitidine-Containing Drugs even under normal  
9 storage conditions; (c) NDMA has been found to increase significantly in samples stored at higher  
10 temperatures, including temperatures the product may be exposed to during distribution and handling  
11 by consumers; and (d) Ranitidine-Containing Drugs age the level of NDMA in the product increases.

12 142. Based on these facts, other findings, and scientific research, the FDA concluded that  
13 these defects raised the level of NDMA in Ranitidine-Containing Drugs well above the safe daily  
14 intake limit to the point that Ranitidine-Containing Drugs had to be banned as of April 2020.

15 143. As early as 1980, consumer products containing unsafe levels of NDMA and other  
16 nitrosamines have been recalled by manufacturers, either voluntarily or at the direction of the FDA.

17 144. A 1979 news article noted that “NDMA has caused cancer in nearly every laboratory  
18 animal tested so far.”<sup>13</sup>

19 145. In 1981, Dr. Silvio de Flora published the results of his experiments showing that  
20 ranitidine was converting into mutagenic N-nitroso compounds, of which NDMA is one, in human  
21 gastric fluid when accompanied by nitrites – a substance commonly found in food and in the body,  
22 including foods that consumers were informed that they could consume shortly before or after  
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24 <sup>13</sup> Jane Brody, *Bottoms Up: Alcohol in Moderation Can Extend Life*, GLOBE & MAIL (CANADA), Oct. 11,  
25 1979 (emphasis added); see Rudy Platiel, *Anger Grows as Officials Unable to Trace Poison in Reserve’s Water*, GLOBE  
26 & MAIL (CANADA), Jan. 6, 1990 (reporting that residents of Six Nations Indian Reserve “have been advised not to  
27 drink, cook or wash in the water because testing has found high levels of N-nitrosodimethylamine (NDMA), an industrial  
28 byproduct chemical that has been linked to cancer”); S.A. Kyrtopoulos, *DNA Adducts in Humans after Exposure to  
Methylating Agents*, 405 MUTATION RES. 2, 135 (1998) (noting that “chronic exposure of rats to very low doses of  
NDMA gives rise predominantly to liver tumors, including tumors of the liver cells (hepatocellular carcinomas), bile  
ducts, blood vessels and Kupffer cells”).



1 ingesting ranitidine.<sup>14</sup>

2 146. In a 2011 epidemiological study looking at NDMA dietary exposure with 3,268 cases  
3 and a follow up of 11.4 years, researchers concluded that “[d]ietary NDMA intake was significantly  
4 associated with increased cancer risk in men and women.”<sup>15</sup>

5 147. At all relevant times, Defendants failed to disclose to Plaintiff or her physicians the  
6 scientific link between ranitidine and NDMA. More generally, Defendants also failed to disclose the  
7 scientific link to prescribing physicians of Ranitidine-Containing Drugs or the FDA.

8 **F. Equitable Tolling**

9 148. The nature of Plaintiff’s injuries in relation to Defendants’ conduct was not  
10 discovered, and through reasonable care and due diligence, could not have been discovered, until a  
11 date within the applicable statute of limitations for filing Plaintiff’s claims.

12 149. Within the period of any applicable statutes of limitation, Plaintiff was unaware and  
13 could not have discovered through the exercise of reasonable diligence that Defendants were not  
14 disclosing the dangerous levels of the carcinogen NDMA produced by Ranitidine-Containing  
15 Drugs, including Zantac.

16 150. Plaintiff asserts all applicable statutory and common law rights and theories related  
17 to the tolling or extension of any applicable statute of limitations, including equitable tolling,  
18 delayed discovery, discovery rules, and/or fraudulent concealment.

19 151. At all relevant times, Defendants knowingly, affirmatively, and actively concealed or  
20 recklessly disregarded the true risks of NDMA exposure associated with Ranitidine-Containing  
21 Drugs, including Zantac, and never disclosed this risk to the FDA or the consuming public.

22 152. Based on the foregoing, Defendants are estopped from relying on any statutes of  
23 limitations or repose that might otherwise be applicable to Plaintiff’s claims.

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26 <sup>14</sup> Silvio de Flora, *Cimetidine, Ranitidine and Their Mutagenic Nitroso Derivatives*, 318 LANCET 8253, 993-94 (Oct. 31, 1981).

27 <sup>15</sup> Yet Hua Loh et al., *N-nitroso Compounds and Cancer Incidence: The European Prospective Investigation into Cancer and Nutrition (EPIC)-Norfolk Study*, 93 AM. J. CLINICAL NUTRITION 5, 1053-61 (May 2011).

1 **V. CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **STRICT LIABILITY – DESIGN DEFECT**

4 **(AGAINST ALL DEFENDANTS)**

5 153. Plaintiff hereby incorporates by reference the allegations contained in the preceding  
6 paragraphs of this Complaint as if fully stated herein.

7 154. At all relevant times, Defendants have been in the business of designing,  
8 manufacturing, labeling, marketing and promoting, selling, inspecting, handling, storing, and  
9 distributing defective Ranitidine-Containing Drugs to consumers.

10 155. At all relevant times, Defendants' Ranitidine-Containing Drugs have contained  
11 unreasonably dangerous design defects, including, but not limited to, grave risks that may follow the  
12 foreseeable use of Ranitidine-Containing Drugs.

13 156. At all relevant times, Defendants had a duty to ensure that Ranitidine-Containing  
14 Drugs did not pose unreasonable and dangerous risks to consumers.

15 157. Ranitidine-Containing Drugs did not perform as safely as an ordinary consumer would  
16 have expected when used in an intended and foreseeable manner.

17 158. Plaintiff was harmed by ingesting defective and unreasonably dangerous Ranitidine-  
18 Containing Drugs without knowledge of the grave risks of cancer and other serious illnesses.

19 159. The Ranitidine-Containing Drugs' failure to operate safely was a substantial factor in  
20 causing Plaintiff's harm. Plaintiff ingested these drugs, which caused Plaintiff's conscious pain,  
21 suffering, and bodily impairment, including breast cancer.

22 **SECOND CAUSE OF ACTION**

23 **STRICT LIABILITY – FAILURE TO WARN**

24 **(AGAINST MANUFACTURER-DEFENDANTS)**

25 160. Plaintiff hereby incorporates by reference the allegations contained in the preceding  
26 paragraphs of this Complaint as if fully stated herein.

27 161. Defendants manufactured Ranitidine-Containing Drugs.  
28

1           162. At all relevant times, Defendants' Zantac products reached the intended consumers,  
2 handlers, and users or other persons coming into contact with these products within this judicial  
3 district and throughout the United States, including Plaintiff, without substantial change in their  
4 condition as designed, manufactured, sold, distributed, labeled, and marketed by Defendants.

5           163. The Ranitidine-Containing Drugs had potential risks that Defendants knew or were  
6 knowable in light of scientific and medical knowledge that was generally accepted in the scientific  
7 community at the time of manufacture.

8           164. The potential risk of cancer presented a substantial danger when Ranitidine-  
9 Containing Drugs are used in an intended and/or reasonably foreseeable way.

10           165. Ordinary consumers would not have been able to recognize the potential risks of  
11 cancer as a result of ingesting Ranitidine-Containing Drugs.

12           166. Defendants failed to adequately warn of potential risks from Ranitidine-Containing  
13 Drugs. During the time period Plaintiff ingested and/or was exposed to Ranitidine-Containing  
14 Drugs, the warnings associated with the product were incomplete, vague, or otherwise inadequate  
15 and failed to notify consumers to the health risks, including risks of cancer, stemming from the use  
16 of such Ranitidine-Containing Drugs.

17           167. The lack of sufficient warning was a substantial factor in causing Plaintiff's harm. As  
18 a result of the lack of sufficient warning, Plaintiff chose to ingest these drugs, which caused  
19 Plaintiff's conscious pain, suffering, and bodily impairment, including breast cancer.

20                           **THIRD CAUSE OF ACTION**

21                                   **NEGLIGENT MISREPRESENTATION**

22   **(AGAINST MANUFACTURER-DEFENDANTS)**

23           168. Plaintiff hereby incorporates by reference the allegations contained in the preceding  
24 paragraphs of this Complaint as if fully stated herein.

25           169. While representing carcinogenic Ranitidine-Containing Drugs as safe, Manufacturer-  
26 Defendants failed to employ manufacturing methods that ensured Ranitidine-Containing Drugs met  
27 the quality and purity characteristics they purported to possess.  
28

1           170. As early as 1981, scientific research was available that evidenced elevated rates of  
2 NDMA. This was known or should have been known by the Defendants when they began  
3 marketing, promoting, labelling, and selling Ranitidine-Containing Drugs.

4           171. Defendants failed to disclose this risk to consumers on the drug's label—or through  
5 any other means—and Defendants failed to report these risks to the FDA.

6           172. The public, including Plaintiff, justifiably relies on information from the FDA and  
7 drug labels, as well as medical providers, to communicate potentially life-altering risks of exposure  
8 and/or ingestion of medications.

9           173. As a result of Defendants' representation of the safety of Ranitidine-Containing  
10 Drugs, Plaintiff chose to ingest these drugs, which caused Plaintiff's conscious pain, suffering, and  
11 bodily impairment, including breast cancer.

12  
13  
14                           **FOURTH CAUSE OF ACTION**

15                           **FRAUDULENT CONCEALMENT**

16                           **(AGAINST MANUFACTURER-DEFENDANTS)**

17           174. Plaintiff hereby incorporates by reference the allegations contained in the preceding  
18 paragraphs of this Complaint as if fully stated therein.

19           175. Despite the available scientific evidence of elevated rates of NDMA in Ranitidine-  
20 Containing Drugs, Defendants concealed the dangerous hazards of ingesting Zantac and Ranitidine-  
21 Containing Drugs from consumers by failing to report it to the FDA. The FDA relies on  
22 manufacturers to present new and updated information regarding approved drugs. The public,  
23 including Plaintiff, in turn depends on the FDA to make this information accessible to them.

24           176. Manufacturers of an approved drug are required by regulations to submit an annual  
25 report to the FDA containing, among other things, new information regarding the drug's safety  
26 pursuant to C.F.R. § 314.81(b)(2) and 21 C.F.R. § 314.81(b)(2)(v).  
27  
28

1 177. In addition to failing to report these significant risks to the FDA, the  
2 Manufacturer-Defendants deliberately concealed grave risks when marketing and promoting  
3 Ranitidine-Containing Drugs that were known to the Defendant-Manufacturers but unknown to  
4 Plaintiff. These concealments were motivated by Manufacturers' desire to profit from Ranitidine  
5 Containing Drugs by representing to consumers that they were safe. Defendants were aware that  
6 full disclosure of the true life-threatening risks would likely cause the FDA recall long before April  
7 1, 2020.

8  
9 178. Plaintiff would not have ingested the Ranitidine-Containing Drugs had she been  
10 aware of the severity of these risks.

11 179. As a direct result of ingesting these drugs, Plaintiff experienced conscious pain and  
12 suffering and bodily impairment, including, but not limited to breast cancer, resulting from the  
13 ingestion and/or exposure to Ranitidine-Containing Drugs.

14  
15 **FIFTH CAUSE OF ACTION**

16 **NEGLIGENCE – MANUFACTURE**

17 **(AGAINST MANUFACTURER-DEFENDANTS)**

18 180. Plaintiff hereby incorporates by reference the allegations contained in the preceding  
19 paragraphs of this Complaint as if fully stated herein.

20 181. Defendants distributed, marketed and/or sold Ranitidine-Containing Drugs to  
21 consumers within Los Angeles County.

22 182. At all relevant times, Defendants knew or, in the exercise of reasonable care, should  
23 have known, that Ranitidine-Containing Drugs were dangerous when used in a reasonably foreseeable  
24 manner.

25 183. At all relevant times, Defendants knew or should have known that Ranitidine  
26 Containing Drugs had been contaminated with an industrial chemical known to cause cancer.

27 184. At all relevant times, Defendants had a duty to exercise reasonable care in providing  
28

1 OTC providers with: (a) specific directions for safe use of Ranitidine-Containing Drugs; (b) accurate,  
2 true, and correct information concerning the known or foreseeable risks of using Ranitidine-  
3 Containing Drugs as directed; and (c) appropriate, complete, and accurate warnings concerning the  
4 potential adverse effects of Ranitidine-Containing Drugs when used as intended, including the drugs'  
5 ability to transform into a carcinogenic compound, NDMA – through a means that could reasonably  
6 be expected to reach foreseeable users and consumers. Defendants had a duty to provide adequate  
7 warnings while Ranitidine-Containing Drugs remained on the market.

8 185. At all relevant times, Defendants had a further duty to avoid tendering into the  
9 marketplace a product which Defendants knew, or should have known, posed risks outweighing its  
10 benefits or which they knew, or should have known, was dangerous and unfit for ingestion by anyone.

11 186. Defendants' duty included exercising reasonable care to cease marketing and to  
12 discontinue Ranitidine-Containing Drugs when Defendants knew, or had reason to know, that the  
13 product should not be used for any purpose considering its relative risks.

14 187. Defendants knew or reasonably should have known that consumers would not be  
15 aware of the danger or the carcinogenic properties of Ranitidine-Containing Drugs when ingested.

16 188. Defendants failed to adequately warn of the danger of the consumption of Ranitidine  
17 Containing Drugs.

18 189. A reasonable manufacturer, distributor, or seller under the same or similar  
19 circumstances would have warned of the danger of the consumption of Ranitidine-Containing Drugs.

20 190. Defendant also breached their duty of care by failing to undertake sufficient studies  
21 and conduct necessary tests to determine whether Ranitidine-Containing Drugs were safe for their  
22 intended and foreseeable consumer use.

23 191. Defendants further breached their duty of care and were negligent in that while  
24 representing carcinogenic Ranitidine-Containing Drugs as safe, Defendants failed to employ  
25 manufacturing methods that ensured Ranitidine-Containing Drugs met the quality and purity  
26 characteristics they purported to possess.

27 192. Defendants' breach of duty to Plaintiff was a substantial factor in causing Plaintiff's  
28 harm.

**SIXTH CAUSE OF ACTION**

**NEGLIGENCE - OTHERS**

**(AGAINST RETAILER-DEFENDANTS AND AXMINSTER MEDICAL GROUP)**

193. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint as if fully stated herein.

194. The Retailer Defendants sold, handled, and stored Ranitidine-Containing Drugs within Los Angeles County.

195. At all relevant times, the Retailer Defendants knew - or in the exercise of ordinary and reasonable care, should have known - of the hazards and dangers associated with Ranitidine - Containing Drugs' intended or foreseeable use.

196. At all relevant times, the Retailer Defendants knew, or reasonably should have known that Ranitidine-Containing Drugs' carcinogenic properties caused them to be so dangerous that they should not have been purchased or consumed by anyone.

197. At all relevant times, the Retailer Defendants knew or should have known of the carcinogenic properties of NDMA when Ranitidine-Containing Drugs are ingested and/or the elevated levels of NDMA that result from the transport, handling, and storage of Ranitidine-Containing Drugs.

198. The Retailer Defendants were charged with a continuing duty to provide appropriate and accurate instructions regarding the proper expiration and retest dates, as well as storage and handling of Ranitidine-Containing Drugs.

199. The Retailer Defendants had a duty to exercise ordinary care in storing ranitidine according to the temperature requirements on the label or otherwise informed of. The Retailer Defendants breached their duty by failing to adhere to the established practices and procedures in storing Ranitidine-Containing Drugs. Ranitidine leads to NDMA exposure through

1 the formation of NDMA over time under normal storage conditions and that increases significantly  
2 when exposed to heat. The Retailer Defendants had a duty to exercise ordinary care in storing  
3 ranitidine in a way so as to avoid the formation of NDMA.

4         200. One or more doctors at Defendant Axminster treated Plaintiff for medical conditions  
5 including, but not limited to upset stomach and acid reflux within Los Angeles County at one or  
6 more facilities from the early 1980's to late 1980's and/or early 1990's.

7         201. In so doing, Defendant Axminster established a relationship with Plaintiff and a duty  
8 of a professional to use such skill, prudence, and diligence as the other members of the medical  
9 professional commonly possess and exercise when it came to their medical care and treatment of  
10 Plaintiff.  
11

12         202. Defendant Axminster failed to use the level of skill, knowledge, and care in the  
13 treatment of Plaintiff that other reasonably careful medical practitioners would use in the same or  
14 similar circumstance when they recommended Ranitidine-Containing Drugs to Plaintiff, which  
15 caused Plaintiff to ingest and/or be exposed to Ranitidine-Containing Drugs for the first time.  
16

17         203. The conduct of Defendant Axminster as described in this Complaint constituted a  
18 breach of that duty and the standard of care and, ultimately, negligence.  
19

20         204. Plaintiff relied on the level of skill, knowledge, and care of Defendant Axminster in  
21 the treatment of Plaintiff that other reasonably careful medical practitioners would use in deciding to  
22 take the Axminster doctors' advice to ingest Ranitidine-Containing Drugs for the firm time to treat  
23 stomach issues.  
24

25         205. As a direct and proximate result of the negligence, conduct and tortious acts and  
26 omissions of Defendant Axminster, Plaintiff has suffered damages and injuries, which include but  
27 are not limited to a subsequent diagnosis of breast cancer, unnecessary pain, debilitation,  
28



1 hospitalization, and the need to undergo subsequent cancer treatments, including, but not limited to  
2 chemotherapy and radiation therapy. Plaintiff also suffered medical expenses and loss of earnings,  
3 mental anguish, and the loss of enjoyment of life.

4 206. Defendants' breach of duty was a substantial factor in causing Plaintiff's harm.

5  
6 **PUNITIVE DAMAGES**  
7 **(AGAINST MANUFACTURER-DEFENDANTS)**

8 207. Plaintiff hereby incorporates by reference the allegations contained in the preceding  
9 paragraphs of this Complaint as if fully stated herein.

10 208. The Defendant-Manufacturers' conduct, as described above, was wanton, willful,  
11 and malicious, and carried out with conscious, reckless, and flagrant disregard for the rights  
12 health, welfare, and safety of the consuming public, including Plaintiff.

13 209. Since introducing Ranitidine-Containing Drugs to the market, the Defendant  
14 Manufacturers made conscious decisions to not properly manufacture, warn, test, or inform  
15 consumers, including Plaintiff, of Ranitidine-Containing Drugs' unreasonably dangerous condition.

16 210. The Defendant-Manufacturers' officers, directors, and/or managing agents authorized  
17 and participated in the Defendant-Manufacturers' practice of concealing the known risks and  
18 exposing unsuspecting purchasers and users of Ranitidine-Containing Drugs to excessive levels of  
19 NDMA, a known carcinogen.  
20

21 211. The Defendant-Manufacturers deliberately marketed and promoted dangerous  
22 Ranitidine-Containing Drugs to mislead consumers, concealing grave risks known to the Defendant-  
23 Manufacturers but unknown to Plaintiff. These concealments were motivated by Defendant-  
24 Manufacturers' desire to profit from Ranitidine-Containing Drugs by representing to consumers that  
25 they were safe. Defendants were aware that full disclosure of the true life-threatening risks would  
26 likely cause the FDA recall long before April 1, 2020.  
27  
28



SUM-100

**SUMMONS**  
**(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**

SANOFI-AVENTIS U.S., LLC, a Delaware Corporation; Additional Parties Attachment Form is attached.

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

MARINA GOLDEN, an individual.

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

*¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

*Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.*

*Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.*

The name and address of the court is:

(El nombre y dirección de la corte es): Stanley Mosk Courthouse  
Superior Court of California, County of Los Angeles  
111 North Hill Street, Los Angeles, California 90012, 310-858-5567

CASE NUMBER: (Número del Caso):

21STCV41533

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Azar Mouzari, Beverly Hills Trial Attorneys, P.C., 468 N. Camden Drive, Suite 238, Beverly Hills CA 90210

DATE: 11/17/2021

(Fecha)

Sherri R. Carter Executive Officer/Clerk of Court

(Secretario)

M. Mariano

, Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):  
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):
4. ☐ by personal delivery on (date):

Page 1 of 1

**SUM-200(A)**

SHORT TITLE:

Golden v. Sanofi-Aventis U.S., LLC, et al.

CASE NUMBER:

21STCV41533

**INSTRUCTIONS FOR USE**

This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.

If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

**List additional parties** (Check only one box. Use a separate page for each type of party.):

☐

Plaintiff

☒

Defendant

☐

Cross-Complainant

☐

Cross-Defendant

BOEHRINGER INGELHEIM PHARMACEUTICALS, INC., a Delaware Corporation; GLAXOSMITHKLINE, LLC, a Delaware Limited Liability Company; PFIZER, INC., a Delaware Corporation; CVS PHARMACY, INC., a Delaware Corporation; THE KROGER CO., an Ohio Corporation; WALGREEN CO., an Illinois Corporation; WALMART INC., an Arkansas Corporation, ALBERTSONS COMPANIES, INC., a Delaware Corporation; RITE AID CORPORATION, a Pennsylvania Corporation; AXMINSTER MEDICAL GROUP, INC., a California Corporation; and DOES 1-10, inclusive.

Page 1 of 1

Page 1 of 1

**ADDITIONAL PARTIES ATTACHMENT**  
**Attachment to Summons**

For privacy, please press the Clear This Form button after you finish.

Print this form

Save this form

Clear this form

|   |  |  |
|---|--|--|
| <b>SUPERIOR COURT OF CALIFORNIA</b><br><b>COUNTY OF LOS ANGELES</b>                               |  | Reserved for Clerk's File Stamp<br><br><div style="text-align: center;"> <b>FILED</b><br/>         Superior Court of California<br/>         County of Los Angeles<br/> <b>11/10/2021</b><br/>         Sherri R. Carter, Executive Officer / Clerk of Court<br/>         By: <u>H. Flores-Hernandez</u>, Deputy       </div> |
| COURTHOUSE ADDRESS:<br>Spring Street Courthouse<br>312 North Spring Street, Los Angeles, CA 90012 |  |  |
| <b>NOTICE OF CASE ASSIGNMENT</b><br><br><b>UNLIMITED CIVIL CASE</b>                               |  |  |
| Your case is assigned for all purposes to the judicial officer indicated below.                   |  | CASE NUMBER:<br><b>21STCV41533</b>   |

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

|   | ASSIGNED JUDGE    | DEPT | ROOM |  | ASSIGNED JUDGE | DEPT | ROOM |
|---|-------------------|------|------|--|----------------|------|------|
| ✓ | Serena R. Murillo | 29   |      |  |                |      |      |

Given to the Plaintiff/Cross-Complainant/Attorney of Record

Sherri R. Carter, Executive Officer / Clerk of Court

on 11/12/2021  
(Date)

By H. Flores-Hernandez, Deputy Clerk

**INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES**

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

**APPLICATION**

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

**PRIORITY OVER OTHER RULES**

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

**CHALLENGE TO ASSIGNED JUDGE**

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

**TIME STANDARDS**

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

**COMPLAINTS**

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

**CROSS-COMPLAINTS**

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

**STATUS CONFERENCE**

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

**FINAL STATUS CONFERENCE**

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

**SANCTIONS**

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

**This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.**

**Class Actions**

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

**\*Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

**FILED**  
Superior Court of California  
County of Los Angeles

2020-SJ-002-00

FEB 24 2020

Sherri R. Carter, Executive Officer/Clerk  
By: [Signature] Deputy  
Corina Abino

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

IN RE PERSONAL INJURY ) CASE NO.:  
COURT ("PI COURT") PROCEDURES )  
SPRING STREET COURTHOUSE ) FIRST AMENDED STANDING ORDER  
(EFFECTIVE FEBRUARY 24, 2020) ) RE: PERSONAL INJURY PROCEDURES  
 ) AT THE SPRING STREET COURTHOUSE

**ALL HEARINGS ARE SET IN THE DEPARTMENT AS  
REFLECTED IN THE NOTICE OF CASE ASSIGNMENT**

**FINAL STATUS CONFERENCE:**

DATE: \_\_\_\_\_ AT 10:00 A.M.

**TRIAL:**

DATE: \_\_\_\_\_ AT 8:30 A.M.

**OSC RE DISMISSAL  
(CODE CIV. PROC., § 583.210):**

DATE: \_\_\_\_\_ AT 8:30 A.M.

**TO EACH PARTY AND TO THE ATTORNEY OF RECORD FOR EACH PARTY:**

Pursuant to the California Code of Civil Procedure ("C.C.P."), the California Rules of Court ("C.R.C.") and the Los Angeles County Court Rules ("Local Rules"), the Los Angeles Superior Court ("LASC" or "Court") HEREBY AMENDS AND SUPERSEDES THE SEPTEMBER 26, 2019 STANDING ORDER AND, GENERALLY ORDERS AS FOLLOWS IN THIS AND ALL OTHER GENERAL JURISDICTION PERSONAL INJURY ("PI") ACTIONS FILED IN THE CENTRAL DISTRICT.

///

2020-SJ-002-00

1. To ensure proper assignment to a PI Court, plaintiff(s) must carefully fill out the Civil Case Cover Sheet Addendum (form LACIV 109). The Court defines "personal injury" as: "an unlimited civil case described on the Civil Case Cover Sheet Addendum and Statement of Location (LACIV 109) as Motor Vehicle-Personal Injury/Property Damage/Wrongful Death; Personal Injury/Property Damage/Wrongful Death-Uninsured Motorist; Product Liability (other than asbestos or toxic/environmental); Medical Malpractice-Physicians & Surgeons; Other Professional Health Care Malpractice; Premises Liability; Intentional Bodily Injury/Property Damage/Wrongful Death; or Other Personal Injury/Property Damage/Wrongful Death. An action for intentional infliction of emotional distress, defamation, civil rights/discrimination, or malpractice (other than medical malpractice), is not included in this definition. An action for injury to real property is not included in this definition" (Local Rule 2.3(a)(1) (A)).

Consistent with Local Rule 2.3(a)(1)(A), the Court will assign a case to the PI Courts if plaintiff(s) checks any of the following boxes in the Civil Case Cover Sheet Addendum:

- ☐ A7100 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death
- ☐ A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist
- ☐ A7260 Product Liability (not asbestos or toxic/environmental)
- ☐ A7210 Medical Malpractice – Physicians & Surgeons
- ☐ A7240 Medical Malpractice – Other Professional Health Care Malpractice
- ☐ A7250 Premises Liability (e.g., slip and fall)
- ☐ A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism etc.)
- ☐ A7220 Other Personal Injury/Property Damage/Wrongful Death

The Court will not assign cases to the PI Courts if plaintiff(s) checks any boxes elsewhere in the Civil Case Cover Sheet Addendum (any boxes on pages two and three of that form).

The Court sets the above dates in this action in the PI Court as reflected in the Notice of Case Assignment at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA



2020-SJ-002-00

1 90012 (C.R.C. Rules 3.714(b)(3), 3.729).

2 **FILING OF DOCUMENTS**

3 2. With the exception of self-represented litigants or parties or attorneys that have obtained  
4 an exemption from mandatory electronic filing, parties must electronically file documents.  
5 Filings are no longer accepted via facsimile. The requirements for electronic filing are detailed  
6 in the Court's operative General Order Re Mandatory Electronic Filing for Civil, available online  
7 at [www.lacourt.org](http://www.lacourt.org) (link on homepage).

8 **SERVICE OF SUMMONS AND COMPLAINT**

9 3. Plaintiff(s) shall serve the summons and complaint in this action upon defendant(s) as  
10 soon as possible but no later than three years from the date when the complaint is filed  
11 (C.C.P. § 583.210, subd. (a)). On the OSC re Dismissal date noted above, the PI Court will  
12 dismiss the action and/or all unserved parties unless the plaintiff(s) shows cause why the action  
13 or the unserved parties should not be dismissed (C.C.P. §§ 583.250; 581, subd. (b)(4)).

14 4. The Court sets the above trial and final status conference ("FSC") dates on the condition  
15 that plaintiff(s) effectuate service on defendant(s) of the summons and complaint within six  
16 months of filing the complaint.

17 5. The PI Court will dismiss the case without prejudice pursuant to Code of Civil Procedure  
18 § 581 when no party appears for trial.

19 **STIPULATIONS TO CONTINUE TRIAL**

20 6. Provided that all parties agree (and there is no violation of the "five-year rule" (C.C.P.  
21 § 583.310)), the parties may advance or continue any trial date in the PI Courts without showing  
22 good cause or articulating any reason or justification for the change. To continue or advance a  
23 trial date, the parties (or their counsel of record) should jointly execute and submit a Stipulation  
24 to Continue Trial, FSC and Related Motion/Discovery Dates (form LACIV CTRL-242, available  
25 on the court's website, Personal Injury Court link). The PI Courts schedule FSCs at 10:00 a.m.,  
26 eight court days before the trial date. Parties seeking to continue the trial and FSC dates shall  
27 file the stipulation at least eight court days before the FSC date. Parties seeking to advance the  
28 trial and FSC dates shall file the stipulation at least eight court days before the proposed advanced

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1 FSC date (C.C.P. § 595.2; Govt. Code § 70617, subd. (c)(2)). In selecting a new trial date,  
2 parties should avoid setting on any Monday, or the Tuesday following a court holiday. Parties  
3 may submit a maximum of two stipulations to continue trial, for a total continuance of six  
4 months. Subsequent requests to continue trial will be granted upon a showing of good cause by  
5 noticed motion. This rule is retroactive so that any previously granted stipulation to continue  
6 trial will count toward the maximum number of allowed continuances.

#### 7 **NO CASE MANAGEMENT CONFERENCES**

8 7. The PI Courts do not conduct case management conferences. The parties need not file a  
9 Case Management Statement.

#### 10 **LAW AND MOTION**

11 8. Any and all electronically-filed documents must be text searchable and bookmarked.  
12 (See operative General Order re Mandatory Electronic Filing in Civil).

#### 13 **COURTESY COPIES REQUIRED**

14 9. Pursuant to the operative General Order re Mandatory Electronic Filing, courtesy  
15 copies of certain documents must be submitted directly to the PI Court courtrooms at the  
16 Spring Street Courthouse. The PI Courts also strongly encourage the parties filing and  
17 opposing lengthy motions, such as motions for summary judgment/adjudication, to submit one  
18 or more three-ring binders organizing the courtesy copy behind tabs. Any courtesy copies of  
19 documents with declarations and/or exhibits must be tabbed (C.R.C. Rule 3.1110(f)). All  
20 deposition excerpts referenced in briefs must be marked on the transcripts attached as exhibits  
21 (C.R.C. Rule 3.1116(c)).

#### 22 **RESERVATION HEARING DATE**

23 10. Parties must reserve hearing dates for motions in the PI Courts using the Court  
24 Reservation System (CRS) available online at [www.lacourt.org](http://www.lacourt.org) (link on homepage). After  
25 reserving a motion hearing date, the reservation requestor must submit the papers for filing with  
26 the reservation receipt number printed on the face page of the document under the caption and  
27 attach the reservation receipt as the last page. Parties or counsel who are unable to utilize the  
28 online CRS may reserve a motion hearing date by calling the PI courtroom, Monday through

2020-SJ-002-00

1 Friday, between 3:00 p.m. and 4:00 p.m.

2 **WITHDRAWAL OF MOTIONS**

3 11. California Rules of Court, Rule 3.1304(b) requires a moving party to notify the court  
4 immediately if a matter will not be heard on the scheduled date. In keeping with that rule, the  
5 PI Courts require parties to comply with Code of Civil Procedure section 472(a) with regard to  
6 the amending of pleadings related to demurrers or motions to strike so that the PI Courts do not  
7 needlessly prepare tentative rulings for these matters.

8 **DISCOVERY MOTIONS**

9 12. The purpose of an Informal Discovery Conference ("IDC") is to assist the parties to  
10 resolve and/or narrow the scope of discovery disputes. Lead trial counsel on each side, or another  
11 attorney with full authority to make binding agreements, must attend in person. The PI judges  
12 have found that, in nearly every case, the parties amicably resolve disputes with the assistance  
13 of the Court.

14 13. Parties must participate in an IDC before a Motion to Compel Further Responses to  
15 Discovery will be heard unless the moving party submits evidence, by way of declaration, that  
16 the opposing party has failed or refused to participate in an IDC. Scheduling or participating in  
17 an IDC does not automatically extend any deadlines imposed by the Code of Civil Procedure for  
18 noticing and filing discovery motions. Ideally, the parties should participate in an IDC before a  
19 motion is filed because the IDC may avoid the necessity of a motion or reduce its scope. Because  
20 of that possibility, attorneys are encouraged to stipulate to extend the 45 (or 60) day deadline for  
21 filing a motion to compel further discovery responses in order to allow time to participate in an  
22 IDC.

23 If parties do not stipulate to extend the deadlines, the moving party may file the motion  
24 to avoid it being deemed untimely. However, the IDC must take place before the motion is  
25 heard so it is suggested that the moving party reserve a date for the motion hearing that is at least  
26 60 days after the date when the IDC reservation is made. Motions to Compel Further Discovery  
27 Responses are heard at 10:00 a.m. If the IDC is not productive, the moving party may advance  
28 the hearing on a Motion to Compel Further Discovery Responses on any available hearing date

2020-SJ-002-00

1 that complies with the notice requirements of the Code of Civil Procedure.

2 14. Parties must reserve IDC dates in the PI Courts using CRS, which is available online at  
3 [www.lacourt.org](http://www.lacourt.org) (link on homepage). Parties must meet and confer regarding the available dates  
4 in CRS prior to accessing the system. After reserving the IDC date, the reservation requestor  
5 must file and serve an Informal Discovery Conference Form for Personal Injury Courts (form  
6 LACIV 239) at least 15 court days prior to the conference and attach the CRS reservation receipt  
7 as the last page. The opposing party may file and serve a responsive IDC form, briefly setting  
8 forth that party's response, at least ten court days prior to the IDC.

9 15. Time permitting, the PI Hub judges may be available to participate in IDCs to try to  
10 resolve other types of discovery disputes.

#### 11 **EX PARTE APPLICATIONS**

12 16. Under the California Rules of Court, courts may only grant *ex parte* relief upon a  
13 showing, by admissible evidence, that the moving party will suffer "irreparable harm,"  
14 "immediate danger," or where the moving party identifies "a statutory basis for granting relief  
15 *ex parte*" (C.R.C. Rule 3.1202(c)). The PI Courts have no capacity to hear multiple *ex parte*  
16 applications or to shorten time to add hearings to their fully booked motion calendars. The PI  
17 Courts do not regard the Court's unavailability for timely motion hearings as an "immediate  
18 danger" or threat of "irreparable harm" justifying *ex parte* relief. Instead of seeking *ex parte*  
19 relief, the moving party should reserve the earliest available motion hearing date (even if it is  
20 after the scheduled trial date) and file a motion to continue trial. Parties should also check  
21 CRS from time to time because earlier hearing dates may become available as cases settle or  
22 hearings are taken off calendar.

#### 23 **REQUEST FOR TRANSFER TO INDEPENDENT CALENDAR DEPARTMENT**

24 17. Parties seeking to transfer a case from a PI Court to an Independent Calendar ("IC")  
25 Court shall file and serve the Court's "Motion/Opposition/Stipulation to Transfer Complicated  
26 Personal Injury Case to Independent Calendar Court" (form LACIV 238, available on the Court's  
27 website under the PI Courts link). The PI Courts will transfer a matter to an IC Court if the case  
28 is not a "Personal Injury" case as defined in this Order, or if it is "complicated." In determining

2020-SJ-002-00

1 whether a personal injury case is "complicated" the PI Courts will consider, among other things,  
2 the number of pretrial hearings or the complexity of issues presented.

3 18. Parties opposing a motion to transfer have five court days to file an Opposition (using  
4 the same LACIV 238 Motion to Transfer form).

5 19. The PI Courts will not conduct a hearing on any Motion to Transfer to IC Court. Although  
6 the parties may stipulate to transfer a case to an Independent Calendar Department, the PI Courts  
7 will make an independent determination whether to transfer the case or not.

8 **FINAL STATUS CONFERENCE**

9 20. Parties shall comply with the requirements of the PI Courts' operative Standing Order  
10 Re Final Status Conference, which shall be served with the summons and complaint.

11 **JURY FEES**

12 21. Parties must pay jury fees no later than 365 calendar days after the filing of the initial  
13 complaint (C. C. P. § 631, subd. (c)(2)).


14 **JURY TRIALS**

15 22. The PI Courts do not conduct jury trials. On the trial date, a PI Court will contact the  
16 Master Calendar Court, Department One, in the Stanley Mosk Courthouse. Department One  
17 will assign cases for trial to dedicated Civil Trial Courtrooms and designated Criminal  
18 Courtrooms.

19 **SANCTIONS**

20 23. The Court has discretion to impose sanctions for any violation of this general order  
21 (C.C.P. §§ 128.7, 187 and Gov. Code, § 68608, subd. (b)).

22  
23  
24 Dated: Feb. 24, 2020

  
25 SAMANTHA P. JESSNER  
26 Supervising Judge of Civil Courts  
27  
28

2020-SJ-004-00

**FILED**  
Superior Court of California  
County of Los Angeles

**FEB 24 2020**

Sherril R. Carter, Executive Officer/Clerk  
By [Signature] Deputy  
Linda Albino

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

**IN RE PERSONAL INJURY CASES  
ASSIGNED TO THE PERSONAL INJURY  
COURTS AT THE SPRING STREET  
COURTHOUSE** } **THIRD AMENDED STANDING ORDER  
RE: FINAL STATUS CONFERENCE,  
PERSONAL INJURY ("PI") COURTS  
(Effective January 13, 2020)**

The dates for Trial and the Final Status Conference ("FSC") having been set in this matter, the **COURT HEREBY AMENDS AND SUPERSEDES ITS August 9, 2019 STANDING ORDER RE: FINAL STATUS CONFERENCE, PERSONAL INJURY ("PI") COURTS AND, GENERALLY ORDERS AS FOLLOWS IN THIS AND ALL OTHER GENERAL JURISDICTION PERSONAL INJURY ACTIONS:**

**1. PURPOSE OF THE FSC**

The purpose of the FSC is to verify that the parties/counsel are completely ready to proceed with trial continuously and efficiently, from day to day, until verdict. The PI Courts will verify at the FSC that all parties/counsel have (1) prepared the Exhibit binders and Trial Document binders and (2) met and conferred in an effort to stipulate to ultimate facts, legal issues, motions in limine, and the authentication and admissibility of exhibits.

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1 **2. TRIAL DOCUMENTS TO BE FILED**

2 At least five calendar days prior to the Final Status Conference, the parties/counsel shall serve  
3 and file the following Trial Readiness Documents:

4 **A. TRIAL BRIEFS (OPTIONAL)**

5 Each party/counsel may, but is not required to, file a trial brief succinctly identifying:

- 6 (1) the claims and defenses subject to litigation;  
7 (2) the major legal issues (with supporting points and authorities);  
8 (3) the relief claimed and calculation of damages sought; and  
9 (4) any other information that may assist the court at trial.

10 **B. MOTIONS IN LIMINE**

11 Before filing motions in limine, the parties/counsel shall comply with the statutory notice  
12 provisions of Code of Civil Procedure ("C.C.P.") Section 1005 and the requirements of Los Angeles  
13 County Court Rule ("Local Rule") 3.57(a). The caption of each motion in limine shall concisely  
14 identify the evidence that the moving party seeks to preclude. Parties filing more than one motion in  
15 limine shall number them consecutively. Parties filing opposition and reply papers shall identify the  
16 corresponding motion number in the caption of their papers.

17 **C. JOINT STATEMENT TO BE READ TO THE JURY**

18 For jury trials, the parties/counsel shall work together to prepare and file a joint written  
19 statement of the case for the court to read to the jury (Local Rule 3.25(g)(4)).

20 **D. JOINT WITNESS LIST**

21 The parties/counsel shall work together to prepare and file a joint list of all witnesses that  
22 each party intends to call, excluding impeachment and rebuttal witnesses (Local Rule 3.25(g)(5)).  
23 The joint witness list shall identify each witness by name, specify which witnesses are experts,  
24 estimate the length of the direct, cross examination and re-direct examination (if any) of each, and  
25 include a total of the number of hours for all witness testimony. The parties/counsel shall identify all  
26 potential witness scheduling issues and special requirements. Any party/counsel who seeks to elicit  
27 testimony from a witness not identified on the witness list must first make a showing of good cause to  
28 the trial court.



**E. LIST OF PROPOSED JURY INSTRUCTIONS**

**(JOINT AND CONTESTED)**

The parties/counsel shall jointly prepare and file a list of proposed jury instructions, organized in numerical order, specifying the instructions upon which all sides agree and the contested instructions, if any. The List of Proposed Jury Instructions must include a space by each instruction for the judge to indicate whether the instruction was given.

**F. JURY INSTRUCTIONS**

**(JOINT AND CONTESTED)**

The parties/counsel shall prepare a complete set of full-text proposed jury instructions, editing all proposed California Civil Jury Instructions and insert party name(s) and eliminate blanks, brackets, and irrelevant material. The parties/counsel shall prepare special instructions in a format ready for submission to the jury with the instruction number, title, and text only (i.e., there should be no boxes or other indication on the printed instruction itself as to the requesting party).

**G. JOINT VERDICT FORM(S)**

The parties/counsel shall prepare and jointly file a proposed general verdict form or special verdict form (with interrogatories) acceptable to all sides (Local Rule 3.25(g)(8)). If the parties/counsel cannot agree on a joint verdict form, each party must separately file a proposed verdict form.

**H. JOINT EXHIBIT LIST**

The parties/counsel shall prepare and file a joint exhibit list organized with columns identifying each exhibit and specifying each party's evidentiary objections, if any, to admission of each exhibit. The parties/counsel shall meet and confer in an effort to resolve objections to the admissibility of each exhibit.

**I. PAGE AND LINE DESIGNATION FOR**

**DEPOSITION AND FORMER TESTIMONY**

If the parties/counsel intend to use deposition testimony or former trial testimony in lieu of any witness's live testimony, the parties/counsel shall meet and confer and jointly prepare and file a chart with columns for each of the following: 1) the page and line designations of the deposition or



1 former testimony requested for use, 2) objections, 3) counter-designations, 4) any responses thereto,  
2 and 5) the Court's ruling.

### 3. **EVIDENTIARY EXHIBITS**

4 The parties/counsel shall jointly prepare (and be ready to temporarily lodge for inspection at  
5 the FSC) three sets of tabbed, internally paginated by document, and properly-marked exhibits,  
6 organized numerically in three-ring binders (a set for the Court, the Judicial Assistant and the  
7 witnesses). The parties/counsel shall mark all non-documentary exhibits and insert a simple written  
8 description of the exhibit behind the corresponding numerical tab in the exhibit binder. If the parties  
9 have a joint signed exhibit list and electronic copies of their respective exhibits, then the  
10 parties/counsel will not be required to produce exhibit binders at the FSC. However, the exhibit  
11 binders will be required by the assigned trial judge when the trial commences. In the absence of  
12 either a joint signed exhibit list or electronic copies, exhibit binders will be required to be produced  
13 by all parties/counsel at the FSC.

### 4. **TRIAL BINDERS REQUIRED IN THE PI COURTS**

15 The parties/counsel shall jointly prepare (and be ready to temporarily lodge and include the  
16 following for inspection at the FSC) the Trial Documents consisting of conformed copies (if  
17 available), tabbed and organized into three-ring binders with a table of contents that includes the  
18 following:

- 19 Tab A: Trial Briefs (Optional)
- 20 Tab B: Motions in Limine
- 21 Tab C: Joint Statement to Be Read to the Jury
- 22 Tab D: Joint Witness List
- 23 Tab E: Joint List of Jury Instructions (identifying the agreed upon and contested  
24 instructions)
- 25 Tab F: Joint and Contested Jury Instructions
- 26 Tab G: Joint and/or Contested Verdict Form(s)
- 27 Tab H: Joint Exhibit List

1           Tab I:           Joint Chart of Page and Line Designation(s) for Deposition and  
2                           Former Testimony


3           Tab J:           Copies of the Current Operative Pleadings (including the operative complaint,  
4                           answer, cross-complaint, if any, and answer to any cross-complaint).

5           The parties/counsel shall organize motions in limine (tabbed in numerical order) behind Tab  
6 B with the opposition papers and reply papers for each motion placed directly behind the moving  
7 papers. The parties shall organize proposed jury instructions behind Tab F, with the agreed upon  
8 instructions first in order followed by the contested instructions (including special instructions)  
9 submitted by each side.

10   **5.     FAILURE TO COMPLY WITH FSC OBLIGATIONS**

11           The court has discretion to require any party/counsel who fails or refuses to comply with this  
12 Amended Standing Order to Show Cause why the Court should not impose monetary, evidentiary  
13 and/or issue sanctions (including the entry of a default or the striking of an answer).

14  
15  
16 Dated: Feb. 24, 2020

  
17 SAMANTHA P. JESSNER  
18 Supervising Judge of Civil Courts  
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**FILED**  
Superior Court of California  
County of Los Angeles

**DEC 22 2020**

2020-SJ-020-01

Sherri R. Carter, Executive Officer/Clerk  
By Anoush Michitarian, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

In re Personal Injury Cases Assigned  
to the Personal Injury Courts at the  
Spring Street Courthouse

) AMENDED SUPPLEMENTAL STANDING  
) ORDER RE COVID PROTECTIVE  
) MEASURES RELATED TO FINAL STATUS  
) CONFERENCES IN PERSONAL INJURY  
) CASES AT THE SPRING STREET  
) COURTHOUSE  
)

In an effort to reduce the number of in-person appearances in the Personal Injury ("PI") courtrooms located in the Spring Street courthouse and to prevent the transmission of the COVID-19 virus, the court hereby issues this supplemental order to the Third Amended Standing Order re: Final Status Conference Personal Injury Courts dated February 24, 2020 ("Operative PI FSC Order").

**1. ELECTRONIC TRIAL BINDERS**

As set forth in the Operative PI FSC Order, parties/counsel must file and serve Trial Readiness Documents at least five calendar days prior to the FSC. Instead of providing the court that will be conducting the FSC with the trial binders as described in the Operative PI FSC Order and appearing in person, parties/counsel are ordered to provide the trial binders in electronic form. This will allow parties and attorneys to appear remotely for the final status conference and provide the court with the opportunity to review the trial binders to determine whether the parties/counsel are ready for trial. Hard copies of the binders prepared in accordance with the Operative PI FSC Order will continue to be required for the trial courtroom.

///

## 2. REQUIREMENTS OF ELECTRONIC TRIAL BINDERS

At least two court days before the FSC, parties/counsel must submit via email a joint electronic trial binder to the courtroom conducting the FSC as follows:

- a. The parties/counsel must submit in one PDF the joint statement of the case, joint witness list, joint list of jury instructions, full-text joint and contested jury instructions, joint and/or contested verdict form(s), joint exhibit list, and joint deposition designation chart as listed in paragraph 4 of the Operative PI FSC Order.
- b. The trial briefs and motions in limine, oppositions, and replies, if any, must be submitted in a separate PDF.
- c. The PDFs must be text searchable.
- d. The PDFs must be bookmarked which is essentially an electronic tab so that the FSC Judge can easily find and navigate among the trial documents.  
(See <https://helpx.adobe.com/acrobat/using/page-thumbnails-bookmarks-pdfs.html> and/or <https://support.microsoft.com/en-us/office/> for bookmarking instructions).
- e. The PDFs must be emailed to the applicable email address listed below:  
Department 27 at [sscdept27FSC@LACourt.org](mailto:sscdept27FSC@LACourt.org)  
Department 28 at [sscdept28FSC@LACourt.org](mailto:sscdept28FSC@LACourt.org)  
Department 29 at [sscdept29FSC@LACourt.org](mailto:sscdept29FSC@LACourt.org)  
Department 31 at [sscdept31FSC@LACourt.org](mailto:sscdept31FSC@LACourt.org)  
Department 32 at [sscdept32FSC@LACourt.org](mailto:sscdept32FSC@LACourt.org)
- f. The subject line in the email must include identifying case information as follows:

**[Insert Case Number] Trial Readiness Binder, FSC, [Insert MM/DD/YEAR of Hearing Date] (e.g. 19STCV00001 Trial Readiness Binder, FSC 01/11/2021).**

1 g. Each email should have two PDFs attached – one containing the Trial  
2 Readiness documents and the other containing the trial briefs and motions in  
3 limine, if applicable.

4 h. The parties need not submit the evidentiary exhibit binders at the FSC.  
5 However, the parties shall prepare the exhibit binders as required in paragraph  
6 5 of the Operative PI FSC Order and be prepared to represent to the court that  
7 they have been properly prepared. Hard copies of the exhibit binders will be  
8 required for trial.

9 **3. FAILURE TO COMPLY WITH FSC OBLIGATIONS**

10 The court has discretion to require any party/counsel who fails or refuses to comply  
11 with this Supplemental Standing Order to show cause why the Court should not impose  
12 monetary, evidentiary and/or issue sanctions (including the entry of a default or the striking  
13 of an answer). In addition, failure to timely and fully comply with this order may result in the  
14 case not being assigned a trial courtroom by Dept. 1.

15 DEC 22 2020



16  
17 Dated: \_\_\_\_\_

18 Samantha P. Jessner  
19 Supervising Judge, Civil  
20 Los Angeles Superior Court

**JUN 23 2021**

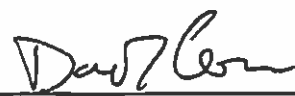
**STANDING ORDER – Sixth Amended Standing Order  
re MSC In Re PI Cases Assigned to PI Courtrooms at Spring Street Courthouse**

2021-SJ-008-00

- 1 2. A mandatory settlement conference statement shall be lodged by each party with the  
2 ResolveLawLA website and served on all parties not less than five (5) court days before the  
3 scheduled MSC. The settlement conference statement shall be limited to five (5) pages on  
4 the MSC Brief and ten (10) pages for exhibits. ResolveLawLA MSCs are available at 9 a.m.  
5 and 1:30 p.m. Monday through Friday, excluding court holidays, and are conducted via  
6 Zoom.
- 7 3. Pursuant to California Rules of Court, Rule 3.1380(b) and Los Angeles Superior Court Rule  
8 3.25(d), trial counsel, the parties and persons with full authority to settle the case (including  
9 insurance company representatives) must attend virtually via the website unless a judge has  
10 excused the virtual appearance for good cause. Once defense counsel is notified that the  
11 matter has been scheduled for a remote MSC, defense counsel shall create their own login to  
12 the resolvelawla.com system, and shall list all parties, party representatives and insurance  
13 adjusters' names, phone numbers, and emails where indicated. In the event the MSC needs  
14 to be canceled, it must be canceled through the ResolveLawLA system.
- 15 4. If the case settles prior to the scheduled MSC, Plaintiff's counsel shall forthwith notify the  
16 courtroom to which the case is assigned of such settlement. The parties should also document  
17 their settlement agreement in a writing signed by all parties. Upon receiving notification,  
18 the ResolveLawLA system will send notifications via text and/or email and will include a  
19 Zoom link for counsel, the parties, and insurance representatives to join the remote MSC.
- 20 5. The Court has the discretion to require any party and/or counsel who fails or refuses to  
21 comply with this order, to show cause why the Court should not impose monetary sanctions.

22 IT IS SO ORDERED.

23  
24 Dated: 6/23/21

  
\_\_\_\_\_  
Judge David J. Cowan  
Supervising Judge, Civil Division

## VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California  
County of Los Angeles



Los Angeles County  
Bar Association  
Litigation Section

Los Angeles County  
Bar Association Labor and  
Employment Law Section



Consumer Attorneys  
Association of Los Angeles



Southern California  
Defense Counsel



Association of  
Business Trial Lawyers



California Employment  
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

*The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.*

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association  
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆



|  |  |                     |                                 |
|--|--|---------------------|---------------------------------|
| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY               |  | STATE BAR NUMBER    | Reserved for Clerk's File Stamp |
| TELEPHONE NO.:<br>E-MAIL ADDRESS (Optional):<br>ATTORNEY FOR (Name): |  | FAX NO. (Optional): |                                 |
| <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>           |  |                     |                                 |
| COURTHOUSE ADDRESS:  |  |                     |                                 |
| PLAINTIFF:   |  |                     |                                 |
| DEFENDANT:   |  |                     | CASE NUMBER:                    |
| <b>STIPULATION – EARLY ORGANIZATIONAL MEETING</b>                    |  |                     |                                 |

**This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.**

**The parties agree that:**

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
  - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
  - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
  - c. Exchange of names and contact information of witnesses;
  - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
  - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
  - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
  - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

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| SHORT TITLE | CASE NUMBER |
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
  - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at [www.lacourt.org](http://www.lacourt.org) under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to \_\_\_\_\_ for the complaint, and \_\_\_\_\_ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at [www.lacourt.org](http://www.lacourt.org) under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
  3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
  4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

> \_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)

> \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

> \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

> \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

> \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

> \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

> \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

|  |  |                     |                                 |
|--|--|---------------------|---------------------------------|
| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY               |  | STATE BAR NUMBER    | Reserved for Clerk's File Stamp |
| TELEPHONE NO.:<br>E-MAIL ADDRESS (Optional):<br>ATTORNEY FOR (Name): |  | FAX NO. (Optional): |                                 |
| <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>           |  |                     |                                 |
| COURTHOUSE ADDRESS:  |  |                     |                                 |
| PLAINTIFF:   |  |                     |                                 |
| DEFENDANT:   |  |                     | CASE NUMBER:                    |
| <b>STIPULATION – DISCOVERY RESOLUTION</b>                            |  |                     |                                 |

**This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.**

**The parties agree that:**

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
  - a. The party requesting the Informal Discovery Conference will:
    - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
    - ii. Include a brief summary of the dispute and specify the relief requested; and
    - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
  - b. Any Answer to a Request for Informal Discovery Conference must:
    - i. Also be filed on the approved form (copy attached);
    - ii. Include a brief summary of why the requested relief should be denied;

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| SHORT TITLE | CASE NUMBER |
|-------------|-------------|

- iii. Be filed within two (2) court days of receipt of the Request; and
  - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

|             |             |
|-------------|-------------|
| SHORT TITLE | CASE NUMBER |
|-------------|-------------|

**The following parties stipulate:**

**Date:**

\_\_\_\_\_  
(TYPE OR PRINT NAME)

**Date:**

\_\_\_\_\_  
(TYPE OR PRINT NAME)

**Date:**

\_\_\_\_\_  
(TYPE OR PRINT NAME)

**Date:**

\_\_\_\_\_  
(TYPE OR PRINT NAME)

**Date:**

\_\_\_\_\_  
(TYPE OR PRINT NAME)

**Date:**

\_\_\_\_\_  
(TYPE OR PRINT NAME)

**Date:**

\_\_\_\_\_  
(TYPE OR PRINT NAME)

➤ \_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)

➤ \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

➤ \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

➤ \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

➤ \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

➤ \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

➤ \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

|   |  |                     |                                 |
|---|--|---------------------|---------------------------------|
| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:   |  | STATE BAR NUMBER    | Reserved for Clerk's File Stamp |
| TELEPHONE NO.:  |  | FAX NO. (Optional): |                                 |
| E-MAIL ADDRESS (Optional):  |  |                     |                                 |
| ATTORNEY FOR (Name):  |  |                     |                                 |
| <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>  |  |                     |                                 |
| COURTHOUSE ADDRESS:   |  |                     |                                 |
| PLAINTIFF:  |  |                     |                                 |
| DEFENDANT:  |  |                     |                                 |
| <b>INFORMAL DISCOVERY CONFERENCE</b><br>(pursuant to the Discovery Resolution Stipulation of the parties) |  |                     | CASE NUMBER:                    |

1. This document relates to:

☐  
☐

Request for Informal Discovery Conference

Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: \_\_\_\_\_ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: \_\_\_\_\_ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

|  |  |                     |                                 |
|--|--|---------------------|---------------------------------|
| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY     |  | STATE BAR NUMBER    | Reserved for Clerk's File Stamp |
| TELEPHONE NO.:   |  | FAX NO. (Optional): |                                 |
| E-MAIL ADDRESS (Optional):                                 |  |                     |                                 |
| ATTORNEY FOR (Name):                                       |  |                     |                                 |
| <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b> |  |                     |                                 |
| COURTHOUSE ADDRESS:  |  |                     | CASE NUMBER:                    |
| PLAINTIFF:   |  |                     |                                 |
| DEFENDANT:   |  |                     |                                 |
| <b>STIPULATION AND ORDER – MOTIONS IN LIMINE</b>           |  |                     |                                 |

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

**The parties agree that:**

1. At least \_\_\_\_ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
  - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
  - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

|             |             |
|-------------|-------------|
| SHORT TITLE | CASE NUMBER |
|-------------|-------------|

**The following parties stipulate:**

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

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(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

> \_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)

> \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

> \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

> \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

> \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

> \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

> \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

**THE COURT SO ORDERS.**

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDICIAL OFFICER



**FILED**  
LOS ANGELES SUPERIOR COURT

MAY 11 2011

JOHN A. CLARKE, CLERK  
*N. Navarro*  
BY NANCY NAVARRO, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

|                                       |   |                                |
|---------------------------------------|---|--------------------------------|
| General Order Re                      | ) | ORDER PURSUANT TO CCP 1054(a), |
| Use of Voluntary Efficient Litigation | ) | EXTENDING TIME TO RESPOND BY   |
| Stipulations                          | ) | 30 DAYS WHEN PARTIES AGREE     |
|                                       | ) | TO EARLY ORGANIZATIONAL        |
|                                       | ) | MEETING STIPULATION            |

Whereas the Los Angeles Superior Court and the Executive Committee of the Litigation Section of the Los Angeles County Bar Association have cooperated in drafting "Voluntary Efficient Litigation Stipulations" and in proposing the stipulations for use in general jurisdiction civil litigation in Los Angeles County;

Whereas the Los Angeles County Bar Association Litigation Section; the Los Angeles County Bar Association Labor and Employment Law Section; the Consumer Attorneys Association of Los Angeles; the Association of Southern California Defense Counsel; the Association of Business Trial Lawyers of Los Angeles; and the California Employment Lawyers Association all "endorse the goal of promoting efficiency in litigation, and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases;"

1           Whereas the Early Organizational Meeting Stipulation is intended to encourage  
2 cooperation among the parties at an early stage in litigation in order to achieve  
3 litigation efficiencies;

4           Whereas it is intended that use of the Early Organizational Meeting Stipulation  
5 will promote economic case resolution and judicial efficiency;

6           Whereas, in order to promote a meaningful discussion of pleading issues at the  
7 Early Organizational Meeting and potentially to reduce the need for motions to  
8 challenge the pleadings, it is necessary to allow additional time to conduct the Early  
9 Organizational Meeting before the time to respond to a complaint or cross complaint  
10 has expired;

11           Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in  
12 which an action is pending to extend for not more than 30 days the time to respond to  
13 a pleading "upon good cause shown";

14           Now, therefore, this Court hereby finds that there is good cause to extend for 30  
15 days the time to respond to a complaint or to a cross complaint in any action in which  
16 the parties have entered into the Early Organizational Meeting Stipulation. This finding  
17 of good cause is based on the anticipated judicial efficiency and benefits of economic  
18 case resolution that the Early Organizational Meeting Stipulation is intended to  
19 promote.

20           IT IS HEREBY ORDERED that, in any case in which the parties have entered  
21 into an Early Organizational Meeting Stipulation, the time for a defending party to  
22 respond to a complaint or cross complaint shall be extended by the 30 days permitted  
23

1 by Code of Civil Procedure section 1054(a) without further need of a specific court  
2 order.

3  
4 DATED: May 11, 2011

Carolyn B. Kuhl  
Carolyn B. Kuhl, Supervising Judge of the  
Civil Departments, Los Angeles Superior Court



## Superior Court of California, County of Los Angeles

### **ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE**

**THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.**

**CROSS-COMPLAINANTS** must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

#### **What is ADR?**

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

#### **Advantages of ADR**

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control (with the parties):** Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

#### **Disadvantages of ADR**

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or a decision by a judge or jury.

#### **Main Types of ADR**

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

#### **Mediation may be appropriate when the parties**

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

#### **Mediation may not be appropriate when the parties**

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

### **How to Arrange Mediation in Los Angeles County**

Mediation for civil cases is voluntary and parties may select any mediator they wish. Options include:

**a. The Civil Mediation Vendor Resource List**

If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Case Manager Elizabeth Sanchez, [elizabeth@adrservices.com](mailto:elizabeth@adrservices.com) (949) 863-9800
- **JAMS, Inc.** Assistant Manager Reggie Joseph, [Rjoseph@jamsadr.com](mailto:Rjoseph@jamsadr.com) (310) 309-6209
- **Mediation Center of Los Angeles** Program Manager [info@mediationLA.org](mailto:info@mediationLA.org) (833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion. They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at [www.lacourt.org/ADR.Res.List](http://www.lacourt.org/ADR.Res.List)

**NOTE:** The Civil Mediation Vendor Resource List program does not accept family law, probate or small claims cases.

**b. Los Angeles County Dispute Resolution Programs**

<https://hrc.lacounty.gov/wp-content/uploads/2020/05/DRP-Fact-Sheet-23October19-Current-as-of-October-2019-1.pdf>

Day of trial mediation programs have been paused until further notice.

**Online Dispute Resolution (ODR).** Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case.

**c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.**

**3. Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <http://www.courts.ca.gov/programs-adr.htm>

**4. Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <http://www.lacourt.org/division/civil/C10047.aspx>

Los Angeles Superior Court ADR website: <http://www.lacourt.org/division/civil/C10109.aspx>  
For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

SHORT TITLE:

Marina Golden v. Sanofi-Aventis U.S., LLC, et al.

CASE NUMBER

21STCV41533

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION  
 (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

**This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.**

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL<sup>5-7</sup> ☐ HOURS/ ☒ DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

1. Class Actions must be filed in the County Courthouse, Central District.
2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

|   | <b>A</b><br>Civil Case Cover Sheet<br>Category No.                    | <b>B</b><br>Type of Action<br>(Check only one)  | <b>C</b><br>Applicable Reasons -<br>See Step 3 Above |
|---|---|---|--|
| <b>Auto Tort</b>  | Auto (22)   | <input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death   | 1., 2., 4.   |
|   | Uninsured Motorist (46)   | <input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist  | 1., 2., 4.   |
| <b>Other Personal Injury/Property<br/>Damage/Wrongful Death Tort</b>                | Asbestos (04)   | <input type="checkbox"/> A6070 Asbestos Property Damage<br><input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death                     | 2.<br>2.   |
|   | Product Liability (24)  | <input checked="" type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)   | 1., 2., 3., 4., 8.                                   |
|   | Medical Malpractice (45)  | <input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons<br><input type="checkbox"/> A7240 Other Professional Health Care Malpractice | 1., 2., 4.<br>1., 2., 4.                             |
|   | Other<br>Personal Injury<br>Property Damage<br>Wrongful Death<br>(23) | <input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)   | 1., 2., 4.   |
|   |   | <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)                                | 1., 2., 4.   |
| <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress         |   | 1., 2., 3.  |  |
| <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death |   | 1., 2., 4.  |  |
| <b>Non-Personal Injury/Property<br/>Damage/Wrongful Death Tort</b>                  | Business Tort (07)  | <input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)  | 1., 2., 3.   |
|   | Civil Rights (08)   | <input type="checkbox"/> A6005 Civil Rights/Discrimination  | 1., 2., 3.   |
|   | Defamation (13)   | <input type="checkbox"/> A6010 Defamation (slander/libel)   | 1., 2., 3.   |
|   | Fraud (16)  | <input type="checkbox"/> A6013 Fraud (no contract)  | 1., 2., 3.   |

Non-Personal Injury/Property Damage/  
Wrongful Death Tort (Cont'd.)

Employment

Contract

Real Property

Judicial Review Unlawful Detainer

| SHORT TITLE:<br>Marina Golden v. Sanofi-Aventis U.S., LLC, et al. |   | CASE NUMBER   |
|---|---|---|
| <b>A</b><br>Civil Case Cover<br>Sheet Category No.                | <b>B</b><br>Type of Action<br>(Check only one)  | <b>C</b><br>Applicable Reasons<br>-See Step 3 Above |
| Professional Negligence (25)                                      | <input type="checkbox"/> A6017 Legal Malpractice<br><input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)  | 1., 2., 3.<br>1., 2., 3.                            |
| Other (35)  | <input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort   | 2., 3.  |
| Wrongful Termination (36)   | <input type="checkbox"/> A6037 Wrongful Termination   | 1., 2., 3.  |
| Other Employment (15)   | <input type="checkbox"/> A6024 Other Employment Complaint Case<br><input type="checkbox"/> A6109 Labor Commissioner Appeals   | 1., 2., 3.<br>10.                                   |
| Breach of Contract/<br>Warranty (06)<br>(not insurance)           | <input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction)<br><input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)<br><input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)<br><input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence) | 2., 5.<br>2., 5.<br>1., 2., 5.<br>1., 2., 5.        |
| Collections (09)  | <input type="checkbox"/> A6002 Collections Case-Seller Plaintiff<br><input type="checkbox"/> A6012 Other Promissory Note/Collections Case   | 2., 5., 6.<br>2., 5.                                |
| Insurance Coverage (18)   | <input type="checkbox"/> A6015 Insurance Coverage (not complex)   | 1., 2., 5., 8.                                      |
| Other Contract (37)   | <input type="checkbox"/> A6009 Contractual Fraud<br><input type="checkbox"/> A6031 Tortious Interference<br><input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)  | 1., 2., 3., 5.<br>1., 2., 3., 5.<br>1., 2., 3., 8.  |
| Eminent Domain/Inverse Condemnation (14)                          | <input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels_____  | 2.  |
| Wrongful Eviction (33)  | <input type="checkbox"/> A6023 Wrongful Eviction Case   | 2., 6.  |
| Other Real Property (26)  | <input type="checkbox"/> A6018 Mortgage Foreclosure<br><input type="checkbox"/> A6032 Quiet Title<br><input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)  | 2., 6.<br>2., 6.<br>2., 6.                          |
| Unlawful Detainer-Commercial (31)                                 | <input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)  | 2., 6.  |
| Unlawful Detainer-Residential (32)                                | <input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)   | 2., 6.  |
| Unlawful Detainer-Drugs (38)                                      | <input type="checkbox"/> A6022 Unlawful Detainer-Drugs  | 2., 6.  |
| Asset Forfeiture (05)   | <input type="checkbox"/> A6108 Asset Forfeiture Case  | 2., 6.  |
| Petition re Arbitration (11)                                      | <input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration  | 2., 5.  |



|  |  |             |
|--|--|-------------|
| SHORT TITLE:<br><b>Marina Golden v. Sanofi-Aventis U.S., LLC, et al.</b> |  | CASE NUMBER |
|--|--|-------------|

| <b>A</b><br>Civil Case Cover Sheet<br>Category No. | <b>B</b><br>Type of Action<br>(Check only one)   | <b>C</b><br>Applicable Reasons -<br>See Step 3 Above                               |
|--|--|--|
| Writ of Mandate<br>(02)                            | <input type="checkbox"/> A6151 Writ - Administrative Mandamus<br><input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter<br><input type="checkbox"/> A6153 Writ - Other Limited Court Case Review  | 2., 8.<br>2.<br>2.   |
| Other Judicial Review<br>(39)                      | <input type="checkbox"/> A6150 Other Writ /Judicial Review   | 2., 8.   |
| <b>Provisionally Complex Litigation</b>            |  |  |
| Antitrust/Trade Regulation (03)                    | <input type="checkbox"/> A6003 Antitrust/Trade Regulation  | 1., 2., 8.   |
| Construction Defect (10)                           | <input type="checkbox"/> A6007 Construction defect   | 1., 2., 3.   |
| Claims Involving Mass Tort (40)                    | <input type="checkbox"/> A6006 Claims Involving Mass Tort  | 1., 2., 8.   |
| Securities Litigation (28)                         | <input type="checkbox"/> A6035 Securities Litigation Case  | 1., 2., 8.   |
| Toxic Tort Environmental (30)                      | <input type="checkbox"/> A6036 Toxic Tort/Environmental  | 1., 2., 3., 8.   |
| Insurance Coverage Claims from Complex Case (41)   | <input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)  | 1., 2., 5., 8.   |
| <b>Enforcement of Judgment</b>                     |  |  |
| Enforcement of Judgment<br>(20)                    | <input type="checkbox"/> A6141 Sister State Judgment<br><input type="checkbox"/> A6160 Abstract of Judgment<br><input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)<br><input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)<br><input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax<br><input type="checkbox"/> A6112 Other Enforcement of Judgment Case | 2., 9.<br>2., 6.<br>2., 9.<br>2., 8.<br>2., 8.<br>2., 8., 9.                       |
| <b>Miscellaneous Civil Complaints</b>              |  |  |
| RICO (27)  | <input type="checkbox"/> A6033 Racketeering (RICO) Case  | 1., 2., 8.   |
| Other Complaints (Not Specified Above)<br>(42)     | <input type="checkbox"/> A6030 Declaratory Relief Only<br><input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)<br><input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)<br><input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)  | 1., 2., 8.<br>2., 8.<br>1., 2., 8.<br>1., 2., 8.                                   |
| <b>Miscellaneous Civil Petitions</b>               |  |  |
| Partnership Corporation Governance(21)             | <input type="checkbox"/> A6113 Partnership and Corporate Governance Case   | 2., 8.   |
| Other Petitions (Not Specified Above)<br>(43)      | <input type="checkbox"/> A6121 Civil Harassment<br><input type="checkbox"/> A6123 Workplace Harassment<br><input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case<br><input type="checkbox"/> A6190 Election Contest<br><input type="checkbox"/> A6110 Petition for Change of Name<br><input type="checkbox"/> A6170 Petition for Relief from Late Claim Law<br><input type="checkbox"/> A6100 Other Civil Petition                    | 2., 3., 9.<br>2., 3., 9.<br>2., 3., 9.<br>2.<br>2., 7.<br>2., 3., 4., 8.<br>2., 9. |



|  |             |
|--|-------------|
| SHORT TITLE:<br><b>Marina Golden v. Sanofi-Aventis U.S., LLC, et al.</b> | CASE NUMBER |
|--|-------------|

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., **Step 3** on Page 1, as the proper reason for filing in the court location you selected.

|   |        |           |  |
|---|--------|-----------|--|
| REASON: CHECK THE NUMBER UNDER COLUMN C<br>WHICH APPLIES IN THIS CASE<br><br><input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input checked="" type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input checked="" type="checkbox"/> 9. <input type="checkbox"/> 10. |        | ADDRESS:  |  |
| CITY:   | STATE: | ZIP CODE: |  |

Item IV. *Declaration of Assignment*: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: November 9, 2021

Azar Mowzari  
(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LASC Approved CIV 109 03-04 (Rev. 03/06).
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form 982(a)(27), if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

**Print This Form**

To protect your privacy, please press the Clear This Form button after you have printed this form.

**Clear This Form**

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CM-016

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number, and Address): 21STCV41533  
 Azar Mouzari, Esq. (State Bar No. 263461)  
 Beverly Hills Trial Attorneys, P.C.  
 468 N. Camden Drive, Suite 238 Beverly Hills, CA 90210  
 TELEPHONE NO.: 310-858-5567 FAX NO. (Optional): 424-846-0963  
 ATTORNEY FOR (Name): Marina Golden

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles**  
 STREET ADDRESS: 111 North Hill Street  
 MAILING ADDRESS: 111 North Hill Street  
 CITY AND ZIP CODE: Los Angeles, California 90012  
 BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:  
 Marina Golden v. Sanofi-Aventis U.S., LLC, et al.

**CIVIL CASE COVER SHEET**

☒ **Unlimited** (Amount demanded exceeds \$25,000) ☐ **Limited** (Amount demanded is \$25,000)

**Complex Case Designation**

☐ Counter ☐ Joinder

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **21STCV41533**

JUDGE: \_\_\_\_\_

DEPT.: \_\_\_\_\_

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

|  |   |   |
|--|---|---|
| <p><b>Auto Tort</b></p> <p><input type="checkbox"/> Auto (22)</p> <p><input type="checkbox"/> Uninsured motorist (46)</p> <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <p><input type="checkbox"/> Asbestos (04)</p> <p><input checked="" type="checkbox"/> Product liability (24)</p> <p><input type="checkbox"/> Medical malpractice (45)</p> <p><input type="checkbox"/> Other PI/PD/WD (23)</p> <p><b>Non-PI/PD/WD (Other) Tort</b></p> <p><input type="checkbox"/> Business tort/unfair business practice (07)</p> <p><input type="checkbox"/> Civil rights (08)</p> <p><input type="checkbox"/> Defamation (13)</p> <p><input type="checkbox"/> Fraud (16)</p> <p><input type="checkbox"/> Intellectual property (19)</p> <p><input type="checkbox"/> Professional negligence (25)</p> <p><input type="checkbox"/> Other non-PI/PD/WD tort (35)</p> <p><b>Employment</b></p> <p><input type="checkbox"/> Wrongful termination (36)</p> <p><input type="checkbox"/> Other employment (15)</p> | <p><b>Contract</b></p> <p><input type="checkbox"/> Breach of contract/warranty (06)</p> <p><input type="checkbox"/> Rule 3.740 collections (09)</p> <p><input type="checkbox"/> Other collections (09)</p> <p><input type="checkbox"/> Insurance coverage (18)</p> <p><input type="checkbox"/> Other contract (37)</p> <p><b>Real Property</b></p> <p><input type="checkbox"/> Eminent domain/Inverse condemnation (14)</p> <p><input type="checkbox"/> Wrongful eviction (33)</p> <p><input type="checkbox"/> Other real property (26)</p> <p><b>Unlawful Detainer</b></p> <p><input type="checkbox"/> Commercial (31)</p> <p><input type="checkbox"/> Residential (32)</p> <p><input type="checkbox"/> Drugs (38)</p> <p><b>Judicial Review</b></p> <p><input type="checkbox"/> Asset forfeiture (05)</p> <p><input type="checkbox"/> Petition re: arbitration award (11)</p> <p><input type="checkbox"/> Writ of mandate (02)</p> <p><input type="checkbox"/> Other judicial review (39)</p> | <p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)</b></p> <p><input type="checkbox"/> Antitrust/Trade regulation (03)</p> <p><input type="checkbox"/> Construction defect (10)</p> <p><input type="checkbox"/> Mass tort (40)</p> <p><input type="checkbox"/> Securities litigation (28)</p> <p><input type="checkbox"/> Environmental/Toxic tort (30)</p> <p><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)</p> <p><b>Enforcement of Judgment</b></p> <p><input type="checkbox"/> Enforcement of judgment (20)</p> <p><b>Miscellaneous Civil Complaint</b></p> <p><input type="checkbox"/> RICO (27)</p> <p><input type="checkbox"/> Other complaint (not specified above) (42)</p> <p><b>Miscellaneous Civil Petition</b></p> <p><input type="checkbox"/> Partnership and corporate governance (21)</p> <p><input type="checkbox"/> Other petition (not specified above) (43)</p> |
|--|---|---|

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 6
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: November 9, 2021

Azar Mouzari

(TYPE OR PRINT NAME)

*Azar Mouzari*

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

**Auto Tort**

Auto (22)–Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice–Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case–Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ–Administrative Mandamus  
Writ–Mandamus on Limited Court Case Matter  
Writ–Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal–Labor Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

## CASE INFORMATION

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

**Case Number:** 21STCV41533

MARINA GOLDEN VS SANOFI-AVENTIS U.S., LLC, ET AL.

**Filing Courthouse:** Spring Street Courthouse

**Filing Date:** 11/10/2021

**Case Type:** Product Liability (not asbestos or toxic/environmental) (General Jurisdiction)

**Status:** Pending

[Click here to access document images for this case](#)

If this link fails, you may go to the Case Document Images site and search using the case number displayed on this page

## FUTURE HEARINGS

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

**04/26/2023** at 10:00 AM in Department 29 at 312 North Spring Street, Los Angeles, CA 90012  
Final Status Conference

**05/10/2023** at 08:30 AM in Department 29 at 312 North Spring Street, Los Angeles, CA 90012  
Non-Jury Trial

**11/06/2024** at 08:30 AM in Department 29 at 312 North Spring Street, Los Angeles, CA 90012  
Order to Show Cause Re: Dismissal

## PARTY INFORMATION

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

ALBERTSONS COMPANIES INC. - Defendant

AXMINSTER MEDICAL GROUP INC. - Defendant

BOEHRINGER INGELHEIM PHARMACEUTICALS INC. - Defendant

CVS PHARMACY INC. - Defendant

GLAXOSMITHKLINE LLC - Defendant

GOLDEN MARINA - Plaintiff

MOUZARI AZAR - Attorney for Plaintiff

PFIZER INC. - Defendant

RITE AID CORPORATION - Defendant

SANOFI-AVENTIS U.S. LLC - Defendant

THE KROGER CO. - Defendant

WALGREEN CO. - Defendant

WALMART INC. - Defendant

## DOCUMENTS FILED

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

### Documents Filed (Filing dates listed in descending order)

**07/07/2022** Proof of Personal Service

Filed by Marina Golden (Plaintiff)

**07/06/2022** Proof of Personal Service

Filed by Marina Golden (Plaintiff)

**07/06/2022** Proof of Service by Substituted Service

Filed by Marina Golden (Plaintiff)

**07/06/2022** Proof of Personal Service

Filed by Marina Golden (Plaintiff)

**07/06/2022** Proof of Personal Service

Filed by Marina Golden (Plaintiff)

**07/06/2022** Proof of Personal Service

Filed by Marina Golden (Plaintiff)

**07/06/2022** Proof of Personal Service

Filed by Marina Golden (Plaintiff)

**07/06/2022** Proof of Personal Service

Filed by Marina Golden (Plaintiff)

**07/06/2022** Proof of Personal Service

Filed by Marina Golden (Plaintiff)

**07/06/2022** Proof of Personal Service

Filed by Marina Golden (Plaintiff)

**07/06/2022** Proof of Personal Service

Filed by Marina Golden (Plaintiff)

**11/24/2021** Certificate of Mailing for ([PI General Order], Standing Order re PI Procedures and Hearing Dates)

Filed by Clerk

**11/24/2021** PI General Order

Filed by Clerk

**11/17/2021** Summons (on Complaint)

Filed by Marina Golden (Plaintiff)

**11/10/2021** Notice of Case Assignment - Unlimited Civil Case

Filed by Clerk

**11/10/2021** Civil Case Cover Sheet

Filed by Marina Golden (Plaintiff)

**11/10/2021** Civil Case Cover Sheet

Filed by Marina Golden (Plaintiff)

**11/10/2021** Complaint

Filed by Marina Golden (Plaintiff)

## PROCEEDINGS HELD

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

## Proceedings Held (Proceeding dates listed in descending order)

None

## REGISTER OF ACTIONS

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

### Register of Actions (Listed in descending order)

**07/07/2022** Proof of Personal Service

Filed by Marina Golden (Plaintiff)

**07/06/2022** Proof of Personal Service

Filed by Marina Golden (Plaintiff)

**07/06/2022** Proof of Personal Service

Filed by Marina Golden (Plaintiff)

**07/06/2022** Proof of Personal Service

Filed by Marina Golden (Plaintiff)

**07/06/2022** Proof of Personal Service

Filed by Marina Golden (Plaintiff)

**07/06/2022** Proof of Personal Service

Filed by Marina Golden (Plaintiff)

**07/06/2022** Proof of Personal Service

Filed by Marina Golden (Plaintiff)

**07/06/2022** Proof of Personal Service

Filed by Marina Golden (Plaintiff)

**07/06/2022** Proof of Service by Substituted Service

Filed by Marina Golden (Plaintiff)

**07/06/2022** Proof of Personal Service

Filed by Marina Golden (Plaintiff)

**07/06/2022** Proof of Personal Service

Filed by Marina Golden (Plaintiff)

**11/24/2021** Certificate of Mailing for ([PI General Order], Standing Order re PI Procedures and Hearing Dates)

Filed by Clerk

**11/24/2021** PI General Order

Filed by Clerk

**11/17/2021** Summons (on Complaint)

Filed by Marina Golden (Plaintiff)

**11/10/2021** Complaint

Filed by Marina Golden (Plaintiff)

**11/10/2021** Notice of Case Assignment - Unlimited Civil Case

Filed by Clerk

**11/10/2021** Civil Case Cover Sheet

Filed by Marina Golden (Plaintiff)

**11/10/2021** Civil Case Cover Sheet

Filed by Marina Golden (Plaintiff)